

A
SUPPLEMENT
TO
MR. BARTON'S
MODERN PRECEDENTS,
IN
CONVEYANCING;
WITH A
COPIOUS AND PARTICULAR
INDEX
TO THE WHOLE WORK,
IN
ALPHABETICAL ORDER.

—◆—
BY JAMES BARRY BIRD, Esq.,
—◆—

The Second Edition.

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No. VII. Assignment of Leasehold Premises from a Mortgagor and Mortgagee to a Purchaser.

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SUPPLEMENT
TO
MODERN
PRECEDENTS IN CONVEYANCING.

AFFIDAVIT.

No. 1.

*Affidavit to be made by an Insolvent Person, on
Purchasing under his Deed of Trust.*

(*The insolvent*) maketh oath and saith, that to AFFIDAVIT.
the best of his knowledge and belief all persons
who were creditors of this deponent on the
day of in the year of our Lord , being
the day on which this deponent executed an as-
signment of all his property, IN TRUST for the
benefit of his creditors, by a certain INDENTURE
of that date made between the deponent, of the
first part; three of the creditors of the said
deponent, of the second part; and all other the
creditors of this deponent, who should have
signed and sealed the said INDENTURE, of the
third part, or who have become creditors at any
time since, have duly executed the said INDEN-
TURE, and consented and agreed to the release and
discharge of this deponent in the manner therein
specified. And that to the best of this depo-

AFFIDAVIT. nent's knowledge and belief, this deponent had not, previously to the said day of committed any act or acts of bankruptcy whatsoever. [Or, If the (*insolvent*) cannot swear to this affidavit, let him swear] " That ALL persons " who were creditors of this deponent on the " day of in the year of our Lord " (being the day, &c.) or at any time since, have " duly executed, &c. except certain persons " who are not creditors in the whole for £200, " and no two of whom, or more than two dealing " in two copartnerships, are creditors for £150, " nor one of them, or more than one dealing in " one copartnership, is or are creditor or creditors " for £100; and that to the best of this deponent's " knowledge, &c. he had not previously, &c. " committed any act of bankruptcy." (1)

(1) In all cases of purchase from insolvents there is some degree of risque, as the purchase is liable to be defeated by a subsequent commission. The creditors who have signed the deed are, however, estopped from petitioning for a commission. (See *Tappenden v. Burgess*, 4 East, 236.) and if the remaining creditors are not sufficient in number and value for the purpose, no commission can be taken out. The affidavit may be sworn before any magistrate or officer who will administer an oath; but as it is not in the course of a legal proceeding, perjury could not be assigned thereon.

BONDS.**BONDS.****No. II.***For Payment of
Money.**Common Bond; with Variations.*

KNOW ALL MEN by these presents, I
 (*obligor*) of _____ in the county
 of _____, am [or we (*obligor*)
 and (*obligor*) both of, &c. are jointly,
 and that each of us is separately]
 held and firmly bound to (*obligee*)
 of _____, in the penal sum
 of _____ of lawful money of the
 united kingdom of Great Britain and
 Ireland, of English value and currency,
 to be paid to the said (*obligee*) his
 certain attorney, executors, adminis-
 trators or assigns. For which payment
 well and truly to be made, I bind my-
 self, my heirs, executors, and adminis-
 trators, [or we bind ourselves, our and
 each of our heirs, executors, and ad-
 ministrators,] firmly by these presents,
 sealed with my seal, [or our seals,]
 dated this first day of _____ in the
 _____ year of the reign of our sove-
 reign lord George the _____ by the
 grace of God of the united kingdom
 of Great Britain and Ireland, king,
 defender of the faith, and in the year
 of our Lord

THE CONDITION of the above written obliga-
 tion is such, that if the above bounden (*Thomas
 obligor*) his heirs, executors, or administrators,
 [or (*Thomas obligor*) and (*James obligor*), their
 or either of their heirs, executors or administra-

BONDS.

*For Payment of
Money.*

tors,] do and shall well and truly pay or cause to be paid unto the above named (*John obligee*) his [or (*John obligee*) and (*Charles obligee*) or either of them, their or either of their] executors, administrators, or assigns, at or in the banking-house of Messrs. , between the hours of nine and ten of the morning of the day of now next ensuing, the full and just sum of of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, with interest for the same at and after the rate of five pounds for every one hundred pounds by the year [or with lawful interest for the same;] Then the aforesaid obligation to be void and of no effect, but otherwise to be and remain in full force and virtue. .

*For Payment of
Money by
Instalments.*

When by Instalments.

. The full and just sum of with interest for the same, at and after the rate of five pounds for every one hundred pounds, by the year, [or otherwise as aforesaid] in manner hereinafter mentioned or expressed, (that is to say) the sum of , being one fifth part of the principal, with one year's interest, after the rate aforesaid, on the whole of the principal, on the day of now next ensuing; the sum of , being one other fifth part of the principal, with one year's interest on four fifths of the principal [or of the remaining principal] on the day of which will be in the year of our Lord ; the sum of , being one other fifth part of the principal, with one year's interest, after the rate aforesaid, on three-fifths of the principal [or of the remaining principal] on the day of

which will be in the year of our Lord . . . ; the sum of . . . , being one other fifth part of the principal, with one year's interest, after the rate aforesaid, on two-fifths of the principal [or the remaining principal,] on the . . . day of . . . which will be in the year of our Lord . . . ; and the sum of . . . , being one other fifth part of the remainder of the principal, with one year's interest for the same, after the rate aforesaid, on the . . . day of . . . , which will be in the year of our Lord . . .

BONDS.

*For Payment of
 Money by
 Instalments.*

For Payment of Mortgage Money.

AND which said sum of . . . and interest is the same sum of . . . and interest as is mentioned or expressed to be secured to be paid in and by a certain INDENTURE of mortgage bearing even date herewith, and made or expressed to be made between the said, &c. of the one part, and the said, &c. by their respective additions therein of the other part: THEN the aboye written bond or obligation to be void and of no effect; but if default shall be made of or in payment of any of the sums of money aforesaid, Then the same shall be and remain in full force and virtue (2).

*For Payment of
 Mortgage
 Money.*

The Condition of a Post Obit Bond (3).

THE CONDITION of the above written obligation is such, that if the above bounden (*obligor*)

(2) Where a bond is given as a collateral security for payment of mortgage money, it should refer to the mortgage; but vice versa is neither usual nor at all necessary.

(3) Many expressions are used in the reports which seem generally to condemn all post obit bargains; but there is no determination which extends so far, and if the transaction is fair, and there has been a real, and not merely a colourable risk, there is no ground for the interposition of a court of

BONDS. of _____, in each and every year, without any

 For securing an abatement or deduction whatsoever, for or by
 Annuity. _____ reason of any parliamentary or other tax, charge,
 _____ or imposition, or any other matter, cause, or thing
 whatsoever (the tax on property only excepted).
 AND DO AND SHALL make the first payment of
 the said annuity or yearly sum on the _____ day of
 _____ now next ensuing the date of the above writ-
 ten obligation, being or intended to be the same
 days and times as are appointed in and by the
 above mentioned INDENTURE for payment of the
 said annuity, and also (4) a proportional part of the
 said annuity for the time which shall have elapsed
 from the last half yearly payment thereof up to
 the time of the decrease of the said (*cestui que*
vie) ; or lastly, if the said (*obligors*) or either of
 them do or shall at any time after one year
 within the space of _____ years from the date
 hereof, well and truly pay or cause to be paid unto
 the said (*obligee*) or her assigns the full and just
 sum of _____ of lawful money of the united
 kingdom of Great Britain and Ireland, of English
 value and currency, (three calendar months' notice
 of such payment having been given previously
 thereto) as and for the repurchase and extin-
 guishment of the said annuity or yearly sum of
 _____ together with all arrears which at the
 time of such payment shall be in respect of the

(4) This provision is necessary, for equity will not make any apportionment ; 3 Atk. 261. The payment of an annuity is similar, in this case, to the application of the dividends arising upon money in the public funds, payable to one for life ; in which case, if the person to whom they are payable, should die before the day of payment, they cannot be apportioned ; 2 Vez. 672; Amb. 279. 3 R. C. R. 99 101.

same annuity, and all costs, charges, and expences **BONDS.**
 which may have been incurred by reason of any
 default in payment thereof, *then* and in such
 case the above written obligation shall be void
 and of no effect, and on repurchase of the said
 annuity as aforesaid, shall be delivered up to the
 said (*obligee*) to be cancelled, but otherwise the
 same shall be and remain in full force and virtue.
 IN WITNESS, &c.

No. 'Y.

Condition of a Bond to supply a Deficiency in
qualified Covenants which ought to have been
general.

*To supply a
 Deficiency in
 qualified Cove-
 nants.*

WHEREAS by indentures of lease and release, and
 of bargain and sale, intended to be inrolled in his
 majesty's court of Common Pleas at Westminster,
 the lease bearing date the day next before
 the day of the release and bargain and sale, and
 the release and bargain and sale bearing even date
 herewith; the release and bargain and sale being
 both of three parts, and made, or expressed to be
 made between (*the trustees and releasees in the
 obligor's marriage settlement*) of the first part;
 (*the obligor and his lady*) of the second part; and
 (*the obligee*) of the third part; The advowson,
 donation, right of patronage, and presentation of
 and to the vicarage of the parish church of A.
 in the county of , was, together with a
 manor and divers messuages, farms, lands, tene-
 ments, tythes, and hereditaments, granted, bar-
 gained, sold, released, conveyed and assured by
 (*the said trustees and releasees*) and also by the
 said (*obligor and wife*), unto and to the use of the
 (*obligee*) his heirs and assigns for ever. But not-

*Recital of the
 deed containing
 the covenants*

*That the same
 were intended
 to have been
 general.*

BONDS. withstanding the covenants for title, possession,

*To supply a
Deficiency in
qualified Cove-
nants.*

and that to sup-
ply the defi-
ciency the pre-
sent bond was
proposed.

and further assurance in the said indenture of re-
lease, of even date herewith, are restrained to the
acts and deeds of the said (*obligor*) and of his
ancestors, yet it was intended and agreed, that
the said covenants in relation to the said advow-
son of A. should amount to a general warranty,
and therefore in order to supply such deficiency
in those covenants the said (*obligor*) hath
proposed and agreed to give his bond with such
condition as hereafter mentioned, for the purpose
of indemnifying the said (*obligee*), his heirs and
assigns, against all claims or demands of estate
right, title, or interest, which may at any
time or times hereafter be made upon or out
of the said advowson of A., or upon the said
(*obligee*) his heirs and assigns in respect there-
of, and against all costs, charges, and damages,
to be occasioned in consequence of such claims.

the condition.

Now THE CONDITION of the above written
obligation is such, that if the above bounden
(*the obligor*) his heirs, executors, or administra-
tors, do and shall perform, fulfil, and keep, all
and every the covenants and agreements in the
said indenture of release contained, and on the
part and behalf of him the said (*obligor*)
his heirs, executors, or administrators, to be
done and performed, and in such manner as if
such covenants with respect to the said advow-
son of the vicarage of the church of A. had
amounted to a general warranty, or there had
been a general warranty contained in or annexed
to such release in relation to such advowson.
And do and shall from time to time, and at all
times for ever hereafter, save harmless and keep

indemnified the said (*obligee*) his heirs, executors, administrators and assigns, of, from, and against, not only the said (*obligor*) his heirs and assigns, but also against all and every other person and persons whomsoever, having or claiming, or who may have or claim any legal or equitable estate right, title, or interest, of, in, to, or out of, the said advowson of the said vicarage of the church of A. and of, from, and against all losses, costs, charges, damages, and expences which he the said (*obligee*) his heirs, executors, administrators, or assigns, shall or may pay or sustain, by means or in consequence of any such claims or demands; so that he the said (*obligor*) his heirs and assigns, shall and may from henceforth for ever hereafter have, hold, and enjoy the said advowson of the vicarage of the church aforesaid, without the let, suit, hindrance, interruption, or denial of the said (*obligor*) his heirs or assigns; or of any other person or persons whomsoever; And that free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise, by the said (*obligor*) his heirs, executors, or administrators, saved, defended, kept harmless, and indemnified of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, uses, intails, rents, arrears of rent, statutes, recognizances, judgments, titles, charges, and other incumbrances, whatsoever; then the above written bond of obligation shall be void and of no effect.

BONDS.

To supply a
Deficiency in
qualified Covenants.

The Condition of a Bond to perform Covenants.

The CONDITION of the above written bond or obligation is such, that if the above bounden

BONDS.

*To supply a
Deficiency in
qualified Cove-
nants.*

(*obligor*) his executors, administrators, or assigns, do and shall well and truly observe, fulfil, perform, and keep all and every the covenants, grants, conditions, and agreements whatsoever, mentioned and comprised in a certain indenture, bearing even date with these presents, and made or expressed to be made between the said (*obligor*) of the one part, and the said (*obligee*) of the other part, which, on the part and behalf of the said (*obligor*) his heirs, executors, administrators, and assigns, are or ought to be observed, fulfilled, performed, and kept according to the true intent of the said indenture; THEN this obligation to be void, or otherwise to be and remain in full force and virtue.

*To procure an
Infant Heir to
convey.*

No. V.

*Part of a Condition to procure an Infant Heir
to convey.*

*Recites the mi-
nority of the
infant, &c.*

AND whereas the said (*minor*) being under the age of twenty-one years, it hath been agreed that the said (*obligor*) should enter into a bond or obligation to be conditioned from the said (*minor*) in case he shall live to attain the age of twenty-one years, or his heirs, in case he shall die under that age, executing an effectual conveyance to the said (*purchaser*) his heirs or assigns, of the said messuages or tenements, hereditaments and premises comprised in the said indentures, in manner hereinafter mentioned. Now THE CONDITION of the above written obligation is such, that if the above named (*minor*) shall and do within one calendar month next after he shall have attained his age of twenty-one years, or in

The condition.

case of his death in the mean time, then if the heirs at law for the said (*minor*) within one calendar month next after such his decease, shall and do at the request, costs, and charges in the law, and by such conveyances and assurances in the law as the said (*purchaser*) his heirs or assigns, or his or their counsel learned in the law shall advise or require, effectually convey and assure all and singular the said messuages, lands, tenements, hereditaments, and premises with the appurtenances unto and to the use of the said (*purchaser*) and his heirs, or as he or they shall direct or appoint, free from all incumbrances whatsoever, made, done, committed, or suffered, by him the said (*minor*) or his heirs, and enter into such covenants as in the like cases are usual: Then and in such case the above written bond or obligation shall be void and of no effect; otherwise, shall be and remain in full force and virtue.

BONDS.

*To procure an
Infant Heir to
convey.*

No. VI.

Condition of a Bond of Indemnity on a Purchase, against the Dower of a Wife of a former Vendor.

*To indemnify
against Dower.*

WHEREAS by indentures of lease and release bearing date respectively the and days of , the release being made, or expressed to be made between (*John Doe*, esq.) of the first part, (*Richard Roe*) of, &c. and (*Sarah* his wife,) of the second part; and the above bounden (*obligor*) of the third part; for the consideration therein mentioned the said (*John Doe*) at the request and by the direction of the said (*Richard Roe*, and *Sarah* his wife) did bargain, sell, and

*Recites convey-
ance to obligor
by baron and
feme, with cove-
nant to levy a
fine.*

BONDS. release, And the said (*Richard Roe*, and *Sarah* his wife,) did grant, release, and confirm unto the said (*obligor*) his heirs and assigns, a messuage or tenement, and certain pieces or parcels of land, therein particularly mentioned, situate, lying, and being in, &c. with their appurtenances; To hold the same unto and to the use of the said (*obligor*) his heirs and assigns for ever. And by the said indenture of release, the said (*Richard Roe*) did covenant with the said (*obligor*) that he the said (*Richard Roe*) and the said (*Sarah* his wife) would, before the end of term then next, or of some subsequent term, acknowledge and levy one fine *sur connissance de droit come ceo*, &c. unto the said (*obligor*) and his heirs, of the said messuage or tenement, and other hereditaments, with their appurtenances, which fine when levied, it was thereby declared should enure to the use of the said (*obligor*) his heirs and assigns for ever. AND WHEREAS, by indentures of lease and release, the lease bearing date the day next before the release, and the release bearing even date with the above written bond or obligation, and made, or expressed to be made between the said (*obligor*) of the first part; (*Samuel Fenn*) of the second part; (*Richard Denn*), of the third part; and the above-named (*obligees*) of the fourth part; in consideration of the sum of £ , to the said (*obligor*) paid by the said (*obligees*) the said messuage or tenement, and other hereditaments, comprised in the said indentures of the and days of with their appurtenances, have been conveyed by the (*obligor*) unto and to the use of the said

To indemnify
against Dower.

Another from
obligor to obli-
gees.

(*obligees*), their heirs and assigns for ever. AND BONDS.

WHEREAS the fine by the said (*Richard Roe*) covenanted to be levied in and by the said indenture of the day of as hereinbefore

*To indemnify
against Dower.*

mentioned, was so covenanted to be levied for the purpose of barring the said (*Sarah Roe*) of her dower, out of, or in the said messuage or tene-

That the afore-
said fine was
intended to bar
the feme of her
dower.

ment and other hereditaments. AND WHEREAS NO fine hath been levied in pursuance of the aforesaid covenant: and on the treaty for the said purchase by the said (*obligees*) it was agreed that the said (*obligor*) should execute and give the (*obligees*) a bond or obligation, in the above mentioned penalty, to be conditioned for indemnifying them the said (*obligees*), their heirs and assigns from any dower or thirds, to which the said (*Sarah Roe*) might be or become entitled, out of or in the said messuage or tenement and other hereditaments, or any part thereof. NOW THE CONDITION of the above written

But that none
had been levied.

And therefore it
had been agreed
that obligor
should indemnify
against
such dower.

bond or obligation is such, that if the said (*obligor*) his heirs, executors, or administrators, do and shall from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the said (*obligees*) and each of them, their and each of their heirs, executors, administrators and assigns, and their and every of their estates and effects whatsoever and wheresoever, and particularly the said messuage or tenement and other hereditaments, by the said indenture of release, of even date herewith, and the lease for a year upon which the same is grounded, conveyed, or intended to be conveyed unto the said (*obligees*), their heirs and assigns as hereinbefore is mentioned, and every of them, and every part thereof with their appurte-

The condition.

BONDS. nances, of, from, and against all dower or thirds, to which at the common law, or by custom or otherwise, the said *(Sarah Roe)* now is or hereafter shall or may become entitled out of or in the said messuage or tenement, and other hereditaments, or any of them, or any part thereof. And of, from, and against all and all manner of actions, suits, costs, charges, damages, and expences whatsoever, for, on account, or in respect of any such dower or thirds, or any act, deed, matter or thing, whatsoever, in anywise relating thereunto; then the above written obligation to be void.

*To indemnify
against Dower.*

No. VII.

*By Partners on
referring
Accounts.*

Bond between Partners, who had neglected to account, to employ two Persons of their own Nomination, to make out their Accounts, and abide thereby.

*Recites articles
of copartner-
ship.*

WHEREAS BY INDENTURE bearing date on or about the day of and made or expressed to be made between *(John Doe)* by his then name and addition of, &c. of the one part, and *(Richard Roe)* by his then name and addition of, &c. of the other part; They the said *(John Doe)* and *(Richard Roe)* mutually covenanted, promised, and agreed, to and with each other to become, and be, and continue copartners and joint traders in the art, mystery, or business of a , and every branch thereof (except as hereinafter is particularly mentioned) and in all things incident, and appertaining thereto, and in the management and doing of all such other business as they should think fit, and mutually agree and consent to trade

and deal for and during the term of seven years, to commence and be computed from the day of the date thereof, as by the said indenture, reference being thereunto had, may at large appear.

BONDS.

*By Partners on
reserving
Accounts.*

AND WHEREAS the said (*John Doe*) and (*Richard Roe*) have ever since carried on the said trade or business of

And trading.

in copartnership together, pursuant to the said INDENTURE, or the agreements and covenants therein contained.

AND WHEREAS, though the said (*John Doe*) and (*Richard Roe*) have by the said indenture or deed of copartnership covenanted and agreed to account yearly together of and concerning their joint stock, debts, and effects, and all business done, and all other things incident or relating to the said joint trade or business, yet for want of sufficient leisure for that purpose, or some other reasons, they have not hitherto been able to enter into, or make out any such account.

*That no ac-
counts have
been settled.*

AND WHEREAS they the said parties being desirous that their partnership books and accounts should be settled, and that a fair and just account in writings should be made out, stated, balanced, and settled between them, of and concerning their said joint stock, trade, and business, and of all monies, debts, goods, wares, profits, gains, and effects, in, due, owing or belonging to the said joint stock and trade or business, or to the said parties on account thereof. AND ALSO of, for, and concerning all debts, sums of money, charges, losses, damages and expences, which by reason or on account of the same joint trade or business are, (or at the time of settling such account) shall be by them the said copartners due or owing to any person or persons whomsoever, or which they

That the parties are desirous of coming to an account through the means of two persons to be nominated between them to examine their books, &c.

BONDS.

*By Partners on
referring
Accounts.*

shall have suffered or sustained, for, or by reason, or on account thereof, so and in such sort and manner as that it shall thereby appear what the true state and condition of the said joint stock and trade is, and what parts and proportions, and how much of the same joint stock shall be then severally due, belonging or appertaining unto each of the said copartners respectively, according and in proportion to their then several and respective shares and interests in the said capital, stock, trade, and business of the copartnership, they have mutually agreed that two proper persons should be nominated and appointed by and between them, to examine and settle their books and accounts, and make out and finally settle such general account between them accordingly. And in pursuance thereof, the said (*John Doe*) hath nominated and appointed A. B. of, &c. and the said (*Richard Roe*) hath nominated and appointed C. D. of, &c. as their accountants to make out and settle such their accounts. AND the better to carry their agreement into execution, they have agreed to enter into mutual bonds to continue the said A. B. and C. D. in such their employ, and furnish them with all their books, papers, and writings in or touching the said joint stock and trade, and with all necessary information relative to their said joint stock and trade or business, and the concerns thereof, so as to enable them to adjust and settle the said partnership books and accounts, and make out between them such fair and general account, in regard to the said partnership estate and effects, as aforesaid. And also to abide by such account, unless some error should be found out or discovered to be

That such persons had been appointed.

And the parties have agreed to enter into bonds to continue them as their accountants for the purpose of winding up the concern, and to abide by their accounts.

therein to the amount of £ or /upwards,
 Now THE CONDITION of the above written bond
 or obligation is such, that if the above bounden
 (*John Doe*) shall and do continue the said A. B.
 and C. D. (at the joint and equal expence of him
 and the said (*Richard Roe*) in such their appoint-
 ment and employ of or in the making out and
 settling the said partnership books and accounts,
 until such time as they shall have made out, ba-
 lanced, and settled such general account as afore-
 said, and shall and do deliver to or furnish them
 the said A. B. and C. D. with all his books, me-
 morandums, papers, and writings, in or touching
 the joint stock and trade or business of the said
 copartnership, and give them from time to time
 all the information in his power touching the
 same, and make or do all such other things as
 shall be reasonably required of him in order to
 enable them the said A. B. and C. D. to settle
 the said partnership books, and make out and
 finally settle such general account, of or in re-
 gard to the said partnership affairs as aforesaid,
 and also shall and do agree to and abide by
 such general account thereof, when so made out
 and settled, unless some error shall be found out
 or discovered to be made therein to the amount
 of £ and upwards; Then and in such
 case, the above written bond or obligation shall
 be void and of no effect, but otherwise shall be
 and remain in full force and virtue.

BONDS.

*By Partners on
 referring
 Accounts.*

The condition.

ASSIGN-
MENT.

No. VIII.

Of Bond.

Assignment of a Bond upon rather Special Trusts.

Recites bond,

THIS INDENTURE, made, &c. BETWEEN (*the assignor or obligee*) of the one part, and (*the assignees*) of the other part. WHEREAS by a certain bond or obligation bearing date the day of (*three obligors*) became severally bound unto the said (*assignor*) in the penal sum of conditioned for the true payment of on the day of then and now next ensuing, as by reference to the said bond or obligation may more fully appear.

And that assignor is desirous of selling same.

AND WHEREAS the said (*assignor*) is desirous of assigning the said bond or obligation, and the said money thereby secured, and to be payable upon or by virtue of the same, upon the trusts and for the purposes after mentioned. Now THEREFORE THIS INDENTURE WITNESSETH, that in consideration of the premises, and of the love and affection which the said (*assignor*) hath and beareth for and towards his wife; and also for and in consideration of the sum of 10s. of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, to the said (*assignor*) in hand well and truly paid by the said (*assignees*) at or before the execution of these presents, the receipt whereof is hereby acknowledged, He the said (*assignor*) HATH bargained, sold, assigned, transferred, and set over, and by these presents DORN, &c. unto the said (*assignees*) their executors, administrators, and assigns, as well the said in part recited bond or obligation, as also the said sum of thereby secured, and to be payable, and all in-

Assignment.

terest monies which shall accrue due in respect thereof; AND all the estate, right, title, interest, property, claim, and demand whatsoever, legal and equitable, of him the said (*assignor*), of, in, and to the same respectively: To HAVE, HOLD, and receive all and singular the said premises, and the whole benefit and advantage of the same respectively, unto the said (*assignees*) their executors, administrators, and assigns, upon the trusts and for the intents and purposes herein-after expressed. AND in order to enable them to recover the monies hereby assigned, the said (*assignor*) doth hereby constitute and appoint the said (*assignees*) each and every of them, and the executors or administrators of the survivor of them, his true and lawful attornies and attorney irrevocable, to ask, demand, sue for, recover and receive the same principal and interest monies, and every part thereof, and to take, use, and enforce such of the remedies, ways, or means for that purpose as to them respectively shall seem adviseable; He the said (*assignor*) hereby giving to his said attornies respectively his full power, and authority in and touching the premises. AND it is hereby declared that the said bond, and principal and interest monies respectively, were and are hereby assigned to them the said (*assignees*) upon trust, that they the said (*assignees*) or the survivors or survivor of them, his executors, administrators, and assigns, do and shall as soon as the said sum of . . . shall become due and payable, (either in the name of the said (*assignor*) or their own) ask, demand, and receive, and if necessary and expedient, sue for and recover the same. AND from and after receipt or recovery

ASSIGN-
MENT.

Of Bond.

Usual power of
attorney.

The trusts

ASSIGN-
MENT.

Of Bond.

of the said sum of . as aforesaid, UPON TRUST to pay thereout the sum of to the said (*assignor*) for his own use; and with all convenient speed to put and place the residue of the said sum of out at interest, either in the public stocks, in government funds, or on real or personal securities, in the names of the said trustees, or of the survivors, or in the name of the survivor of them, upon the trusts, and to and for the intents and purposes, and with, under and subject to the powers, provisoes, declarations, and agreements hereinafter declared and expressed of and concerning the same; that is to say, UPON TRUST that they the said trustees, or the survivors or survivor of them, his executors, administrators, and assigns, do and shall from time to time pay to or authorize and empower, or otherwise permit and suffer the said (*assignor*) and his assigns, to receive and take the interest, dividends, profits, and annual produce of such stocks, funds, or securities, as and when the same shall respectively accrue, arise, or become due during his natural life, to and for his and their own use and benefit; and from and after his decease UPON TRUST from time to time to pay to or authorize and empower, or otherwise permit and suffer the said the wife of the said (*assignor*) and her assigns, (in case she shall happen to survive him) to receive and take the said interest, dividends, profits, and annual produce, when and as the same shall respectively accrue, arise, or become due, during her natural life, to and for her and their own use and benefit; but so as that the executors or administrators of her the said shall not be entitled to any apportionment or pro-

portional part of the current dividends, interest, or proceeds which shall accrue between the last day of payment of such dividend, interest, or proceed that shall accrue in the life-time of the said _____ and the day of her decease, unless she shall die upon some such day of payment, in which case they shall be entitled to the whole interest, dividends, and proceeds, so that day become due; and after the decease of the survivor of them the said (*assignor and wife*), THEN UPON TRUST that they the said trustees or the survivors or survivor of them, his executors, administrators, and assigns, do and shall assign, transfer, and make over the said stocks, funds, or securities unto such person or persons, and in such shares and proportions, manner and form, and subject to such powers, provisos, declarations and agreements as the said (*assignor*) in and by his last will and testament in writing, or any writing in the nature of or purporting to be his last will and testament, or any codicil thereto duly executed by him, shall give, bequeath, or dispose of the same; and for want of such gift, bequest, or disposition, Then UPON TRUST to assign, transfer, and make over the said stocks, funds, or securities unto the executors or administrators of the said (*assignor*). PROVIDED ALWAYS, and it is hereby declared and agreed by and between the said parties to these presents, that for and notwithstanding any of the trusts aforesaid, it shall and may be lawful to and for the said (*assignees*) or the survivors or survivor of them, his executors, administrators, and assigns, at the desire or with the consent and approbation of the said (*assignor*) during his life, and after the decease

ASSIGN-
MENT.

Of Bond.

Power to vary
the securities.

ASSIGN-
MENT.Of Bond.

of the said in case she shall happen to survive him, to be testified in writing under his or her hand, to sell, assign, transfer, and dispose of the said stocks, funds, or securities, or to call in the monies thereon invested, and to place out or invest the monies arising from or by such sale or disposition, or so called in upon other stocks, funds, or securities, and from time to time at such desire, or with such consent and approbation testified as aforesaid, to alter and transpose such stocks, funds, or securities, so as such new stocks, funds, or securities, and the monies placed thereon be and remain vested in the same trustees upon such and the like trusts, and to and for such and the like intents and purposes, and with, under, and subject to such and the like powers, provisoes, declarations, and agreements as are in and by these presents declared and expressed of and concerning the said stocks, funds, securities, and monies thereby made saleable, alterable, and disposable, or such and so many of them as shall then be existing, undetermined, and capable of taking effect. PROVIDED ALSO, and it is hereby likewise declared and agreed, that for and notwithstanding as aforesaid, it shall and may be lawful to and for the said trustees, or the survivors or survivor of them, his executors, administrators, and assigns, and they are hereby respectively directed and required at such desire and with such consent and approbation, testified as aforesaid, to make sale and dispose of such stocks, funds, or securities, or to call in the monies thereon invested, or any of them, or any part of them, and to lay out the monies arising from or by such sale and disposition, or to be so called, in the purchase

Power to purchase estates with the trust fund.

or purchases of any messuages, lands, tenements, or hereditaments to be situated somewhere in that part of the united kingdom of Great Britain and Ireland called England, which messuages, lands, tenements, or hereditaments shall be forthwith conveyed, settled, and assured to the use of the said (*assignor*) during his life, with remainder to the said : his wife, during her life, with remainder to the right heirs of the said (*assignor*) for ever ; and that the messuages, lands, tenements, and hereditaments so to be purchased, shall and may be again sold and disposed of or exchanged, and the money arising by such sale or disposition shall and may be again laid out and invested either in or upon such stocks, funds, or securities as aforesaid, or in the purchase of other estates, at such desire, and with such consent and approbation as aforesaid, and every settlement so to be made of such messuages, lands, tenements, or hereditaments, shall contain powers for the said (*assignor*) during his life, and for the said his wife after his decease, to demise or lease the same for any term not exceeding twenty-one years in possession at the most improved rent, and without fine, premium, or foregift ; and in case it shall happen that the messuages, lands, tenements, or hereditaments so to be purchased shall be more than equivalent to the value of the monies hereby secured, so that the same shall not produce sufficient to complete the purchase thereof, it is hereby declared that the residue of the money necessary to complete such purchase shall and may be raised by mortgage of the whole or any part of the said purchased premises, and such mortgage shall precede and have a priority over

ASSIGN-
MENT.

Of Bond.

**ASSIGN-
MENT.**

Of Bond.

Power to pay
part of the mo-
ney to assignor.

Provision, in
case of disputes.

the uses to which the same are hereinbefore directed to be conveyed. PROVIDED LIKEWISE, and it is hereby declared and agreed, that for and notwithstanding as aforesaid, it shall and may be lawful to and for the said trustees or the survivors or survivor of them, his executors, administrators, or assigns, and they are hereby respectively directed and required, in case they shall think proper, but not otherwise, at the desire or with the consent and approbation of the said (*assignor*) testified in writing under his hand and seal by sale or disposition of a competent part of the said stocks, fund, or securities, or by sale, disposition, or mortgage of a competent part of the messuages, lands, tenements, or hereditaments that may be purchased therewith as aforesaid, to raise and levy any sum or sums of money, not exceeding in the whole, and to pay the same unto and for the benefit and purpose of advancement in life of the said (*assignor*). PROVIDED FURTHER, and it is hereby declared and agreed that in case, and when and as often as, any variance, dispute, or question shall happen or arise, touching or concerning the execution of the trusts aforesaid, or any matter, clause, or thing in these presents contained, or the construction thereof, before any suit shall be commenced or brought by any of the parties or persons between whom such variance, dispute, or question shall arise or happen, and to prevent any such suit being brought, as far as in the power of the said parties hereto now lies or they can, and in case the parties or persons aforesaid cannot agree to settle or determine the same between or among themselves, such variance, dispute, or question shall be referred to, resolved,

discussed, and determined by two indifferent persons, to be elected by or between the said parties or persons in dispute within twenty days after such variance, dispute, or question shall arise or happen; and in case such two persons cannot agree to determine the matter to them to be referred within thirty days next after such reference, then the same shall be referred to and resolved, discussed, and determined by one indifferent person, such as the said referees shall for that purpose nominate and appoint umpire in the premises, who shall determine the same within forty days next after he shall be appointed umpire; and whatever order, end, or determination the said two referees or umpire shall make as aforesaid touching the premises, the said parties and each and every of them shall stand to, perform and keep, on pain to the party or person refusing of, forfeiting and paying all costs, damages, and expences occasioned thereby. AND LASTLY, it is hereby provided, declared, and agreed by and between the said parties hereto, that in case any one or more of the trustees abovenamed, or any of the trustees who shall be appointed by virtue of this power, shall happen to die before the said trusts and powers shall be fully executed, or shall relinquish or desire to be discharged, or become incapable of acting in the execution of the same, it shall and may be lawful to and for the said (assignor) during his life, and after his decease for the said or for her the said during his life, in case he shall become incapable by the act of God or otherwise, or the continuing or surviving trustees or trustee, if both of them the said (assignor and Ann) shall become incapable as

ASSIGN-
MENT.

Of Bond.

Power of ap-
pointing new
trustees.

**ASSIGN-
MENT.**

Of Bond.

Trustees' re-
ceipts to be
good discharges.

Usual indemnifi-
cations to
trustees.

aforesaid, to nominate and appoint any other person or persons to be a trustee or trustees in the room of such trustee or trustees who may so die, relinquish, desire to be discharged, or become incapable of acting as aforesaid, for such and the like purposes, and to execute and perform such and the like trusts and powers as the trustee or trustees so dying, relinquishing, desiring to be discharged, or becoming incapable of acting in the said trusts and powers are hereinbefore respectively appointed to do and execute; and that every such new trustee or trustees so to be nominated and appointed as aforesaid, shall have, and all necessary acts shall be done for investing such new trustee or trustees with the like interest, power, and authority to act in the premises as the trustee or trustees in or to whose place he or they shall succeed, is and are hereby invested with. AND ALSO, that the receipt or receipts of the said trustees respectively for any monies by them receivable and to be received, as well of or from the obligors in the abovementioned bond, as from any other person or persons under or by virtue of these presents, shall for so much money as in such receipt or receipts shall be expressed to be received, be a sufficient discharge or sufficient discharges to the person or persons paying the same, who shall not be answerable for or obliged to see to the due application thereof. AND ALSO, that the several trustees hereinbefore named or to be appointed as hereinbefore mentioned, shall not nor shall any of them, their, or any of their heirs, executors, or administrators be chargeable with, responsible or accountable for any sum or sums of money received by or on account of or under the

trusts and powers hereby in them respectively vested, any otherwise than each such person for such sum and sums of money as he shall actually receive, or come to his hands or custody; nor shall any of them be charged or chargeable with, or answerable or accountable for the acts, receipts, neglects, or defaults of the other of them, but each for his own acts, receipts, neglects, and defaults only; nor shall they the said trustees, their respective executors and administrators, or any of them, be answerable for any loss or defect which may happen by the failure of any stocks, funds, or securities, or by any messuages, tenements, lands, or hereditaments taken or purchased in pursuance of these presents, or by any defect of title to the same respectively, or otherwise in the execution or management of any of the trusts hereby in them reposed, unless the same shall arise or exist with their privity or through their default. AND ALSO, that it shall and may be lawful for them the said trustees, their respective executors and administrators out of the trust monies which shall come to their or any of their hands, to allow, retain, or reimburse themselves for all costs, charges, damages, and expences which they respectively shall or may sustain, or be put unto in and about the execution and defence of the trusts hereby in them respectively reposed.

IN WITNESS, &c.

ASSIGN-
MENT.

Of Bond.

WARRANTS
OF
ATTORNEY.

WARRANTS OF ATTORNEY.

No. IX.

To *John Doe* and *Richard Roe*, attorneys
of his Majesty's Court of King's Bench
at Westminster, jointly and severally,
or to any other attorney of the same
Court.

THESE are to desire and authorize you the attor-
neys above named, or any one of you, or any other
attorney of the Court of King's Bench aforesaid,
to appear for me [1] (*obligor or creditor*) of
in the county of

in the said court, as of this present Easter
Term, or any other subsequent Term : AND then
and there to receive a declaration for me in an
action of debt on a [2] *bond or obligation* made
and entered into by me the said [*obligor*] to [*the*
obligée [3] *or creditor*] of Lincoln's Inn afore-

[1] It is the safest way for an executor or administrator, when
he confesses a judgment, to prefer one creditor to another, not
to confess with costs ; for it hath been questioned, and with
reason, whether confessing a judgment with costs be not a de-
vastavit ; for if the executor or administrator has assets in his
hands, he ought to have paid them, and not let judgment go
against him. And if he has no assets, he may plead *plenæ ad-
ministravit*, and so defend himself ; but if he has not assets suf-
ficient to pay the principal debt, then it can be no *devastavit*,
for he is himself the only sufferer ; (*viz.*) by paying the costs
de bonis propriis.

[2] The condition of a bond is a *cesset executio* on the warrant
of attorney. 4 Com. Dig. 141.

[3] If there be three obligees, the court will permit judgment
to be entered up by the survivors. *Fendall and others versus*
May, Bt. Maule and Selwyn's Reports, Mich. 1813.

said, in the penal sum of £ [or in an ac- WARRANTS
OF
ATTORNEY.
tion of debt for £ for so much money
borrowed] at the suit of the said (*obligee or cre-
ditor*) his [4] *executors and administrators*.
AND THEREUPON to confess the same action, or
else to suffer a judgment by *nil dicit* or otherwise
to pass against me in the same action, and to be
thereupon forthwith entered up against me of
record of the said court for the said debt, besides
costs of suit. [5] AND I the said (*obligor or
creditor*) do hereby further authorize and im-
power you the said attorneys, or any one of you,
after the said judgment shall be entered up as
aforesaid, for me and in my name, and as my act
and deed to sign, seal, and execute, a good and
sufficient release in the law to the said (*obligee or
creditor*), his heirs, *executors*, and *administra-
tors*, of all and all manner of error and errors,
writ and writs of error, and all benefit and ad-

[4] As to the necessity of these words, see Barnes, 44. Coje, Executor, v. Fladen, 20 Geo. 2, C. P. Str. 718.

[5] But if to confess judgment in ejectment, say—
“and then and there to receive a declaration for me in an
action of trespass and ejectment at the suit of (*the lessee of
plaintiff*) for twenty messuages, &c. with the appurte-
nances in the parish of, &c. which (*the mortgagee*) on, &c.
did demise to the said lessee and his assigns, to hold from,
&c. before the date hereof for the term of, &c. from
thence next ensuing, and fully to be complete and ended,
and thereupon to confess a judgment in the said action,
for the said messuages, land, and premises, with the ap-
purtenances, or else to suffer a judgment by *nil dicit* or
otherwise, to pass against me in the same action, for 2d.
damages, with costs, and to be thereupon forthwith en-
tered up against me of record of the said court.”

WARRANTS OF ATTORNEY. vantage thereof, and all misprisions of error and errors, defects and imperfections whatsoever, had, made, committed, done, or suffered, or to be had, made, committed, done, or suffered, in, about, touching, or concerning the aforesaid judgment, or in, about, touching, or concerning any writ, warrant, process, declaration, plea, entry, or other proceedings whatsoever, of, or any way concerning the same. AND for what you the said attorney or any one of you, shall do or cause to be done in the premises, or any of them, this shall be to you and every of you a sufficient warrant and authority. IN WITNESS whereof I have hereunto set my hand and seal the day of in the year of the reign of our sovereign lord George the by the grace of God, of the united kingdom of Great Britain and Ireland, king, defender of the faith, and in the year of our Lord

Sealed and delivered, being first duly stamped, in the presence of

A Defeasance thereon.

MEMORANDUM. It was agreed immediately before the execution of the within written warrant of attorney, that no execution should be issued on the judgment intended to be entered up [or that no judgment should be entered up] as within mentioned, unless default should be made of or in payment by the within named (*debtor*) of the sum of £ with interest for the same, at and after the rate of five pounds for every £100 by the year, to the within named (*creditor*) at his present dwelling house in in the county of between the

hours of . . . and . . . of the . . . day of . . .
 now next ensuing ; but that if default shall be
 made of or in payment of the said sum of £
 and interest, or any part thereof respectively, at
 the time and place aforesaid, it shall and may be
 lawful to and for the said (*creditor*) to sue out
 execution upon or by virtue of the same judg-
 ment [or to enter up judgment and sue out exe-
 cution, upon or by virtue of the same] for reco-
 vering the said sum of £ . . . and interest, or so
 much thereof as shall or may be then unpaid, to-
 gether with the costs of taking out execution, and
 all other costs, charges, and expenses, which he
 or they shall or may bear, pay, sustain, expend,
 or be put unto, by reason or means of the nonpay-
 ment thereof respectively, [6] and that it shall
 not be necessary for the said (*creditor*) his exe-
 cutors, administrators, or assigns, to revive, or
 cause to be revived, the said judgment (in case
 he should not immediately issue execution) or to
 do any act to keep the same on foot, notwith-
 standing the said judgment shall be entered of re-
 cord, for the space of one year or upwards, next
 immediately preceding the teste or issuing of such

WARRANT
OF
ATTORNEY.

Defeasance.

[6] The Statute of Westminster, 2. which gives the Sci. Fa.
 has no prohibitory words to prevent the plaintiff from issuing
 execution without a Sci. Fa. or action. The principle upon
 which the action or judgment was required at common law was,
 that the defendant should not, after the lapse of a year and a
 day, have his goods taken in execution without having an op-
 portunity of setting up any defence which might have arisen
 during that time. The provision of the common law, that an
 action should be brought in that case, was in favour of the de-
 fendant ; and the provision of the statute is the same, and any
 person may give up the benefit of a legal provision made in his
 favor.

**WARRANTS
OF
ATTORNEY.**

Defeasance.

writ or writs of execution, notwithstanding any rule or practice of the court in which the said judgment shall be entered on record to the contrary. And that he the said creditor, his executors, administrators, or assigns, shall not, nor will have, receive, or take, or attempt to have, receive, or take, any plea, exception, proceeding, or other benefit or advantage, for want of reviving or keeping the said judgment on foot.

N. B. A defeasance on a warrant of attorney is considered as part of the same, and that therefore an additional stamp on account of the defeasance is unnecessary. 1 N. R. 279.

Note also, that by rule of the King's Bench, M. T. 42 Geo. 3. Where any judgment on warrant of attorney is to be subject to a defeasance, such defeasance must be written on the same paper or parchment on which the warrant of attorney shall be written, or cause a memorandum in writing to be made on such warrant of attorney of the substance and effect of such defeasance; but in the case of *Shaw against Evans*, 14 East, 576. Lord Ellenborough said, in the fair and equitable construction of the court it would be the greatest injustice to cut down the whole security of the party on account of the omission of the attorney employed to prepare it. The court only meant to impose a duty upon the attorney as an officer of the court, which if he has not duly exercised, the defendant may move the court against him.

COGNOVITS.

COGNOVITS.

In Assumpsit.

IN THE KING'S BENCH.

Between { A. B. Plaintiff;
and
C. D. Defendant.

I CONFESS this action, and that the plaintiff hath sustained damages to the amount of, &c. (the damages laid in the declaration) besides his costs and charges, to be taxed (as between attorney and client] by the master, but no [judgment is to be entered up or] execution is to be issued until, &c. in default of payment of the sum of, &c. [the real debt] being the debt in this action, together with costs as aforesaid. And I do hereby agree, that no writ of error shall be brought, nor bill in equity filed, and that if [in case the plaintiff shall enter up his judgment] default shall be made at the time aforesaid, the plaintiff shall be at liberty to levy the said sum [of, &c.] together with the costs, sheriff's poundage, and all other incidental expences; as witness my hand, this day of

If in Debt.

I confess the debt in this cause, and that the plaintiff hath sustained damages to the amount of ls. besides his costs and charges to be taxed, as between attorney and client, by the master, &c. as before.

Relicta Verificatione.

I do hereby agree (or do hereby authorize

COGNOVITS. Mr. _____) to withdraw the plea by me
In Assumpsit. pleaded in this cause, and do confess this action,
 _____ or the debt therein, &c. [as aforesaid.]

N. B. Where the matter of memorandum or agreement shall not exceed the sum of 20l. no stamp is required; Peake's Law of Evidence, 2d part, page 207. By the 42 Geo. 3. ch. 98. Schedule A. the old duty is repealed, (Stat. 23 Geo. 3. ch. 58. sect. 1, and 32 Geo. 3. ch. 51.) and a duty of 16s. imposed where the length of the agreement does not exceed 30 common law sheets. The same exceptions are continued as are in the stats. 23 and 32 Geo. 3. Vide Peake's Law of Evidence, page 208, in notes.

DECLARATION OF TRUST.

DECLARATION OF TRUST.

Mortgage.

No. X.

Declaration of the Trusts of an Assignment by way of Mortgage, with Powers of Distress and Sale to secure the Principal and Interest and waiver of Privilege, the Mortgagor being a Member of Parliament.

THIS INDENTURE, made, &c. BETWEEN (*mortgagee*) of, &c. of the one part, and (*mortgagor*) of, &c. of the other part. (*Recite assignment of lease.*)

Recites an assignment of lease.

Now THIS INDENTURE WITNESSETH, And it is hereby expressly declared and agreed by and between the said parties hereto, That the said messuages, &c. were by the said indenture of three parts so assigned unto the said (*mortgagor*) his executors, administrators, and assigns, to and for the intent and purpose, and under and subject to the provisoes, declarations, and agreements hereinafter mentioned and expressed; that is to say, that if the said (*mortgagee*) his executors, administrators, and assigns, shall at any time hereafter before the day of which will be in the year of our Lord be minded or desirous to have the sum of £ paid to him or them, and of such his or their mind or desire shall give notice in writing to the said (*mortgagor*) his executors, administrators, and assigns, or leave the same for him or them at , and the said (*mortgagor*) his executors, administrators, and assigns, do and shall at any time within the space of six calendar months, to be computed from the time of giving

Declaration of the trusts thereof.

DECLARATION OF
TRUST.Mortgage.

or leaving such notice as aforesaid, well and truly pay or cause to be paid unto the said (*mortgagor*) his executors, administrators, and assigns, the said sum of £ together with all interest, which from the day of the date hereof shall be then due or owing from the same, after the rate of five pounds for £ for a year, without any deduction or abatement whatsoever. Or if the said (*mortgagee*) his executors, administrators, and assigns, do not or shall not, before, &c. give or leave any such notice in writing as aforesaid; and the said (*mortgagor*) his executors, administrators, and assigns, do and shall well and truly pay or cause to be paid unto the said (*mortgagee*) his executors, administrators, and assigns, the said sum of , on the said , and of the annual sum of , as and for the yearly interest of the said sum of , after the said rate of five pounds for £ for a year, by two even and equal half yearly payments in every year, on the days, or at the times hereinafter mentioned, (that is to say,) on, &c.; the first payment of the said annual sum of £ to begin and be made on the day of next ensuing the date of these presents, without any deduction or abatement whatsoever: Then, and in either of the said cases, he the said (*mortgagee*) his executors, administrators, and assigns, shall and will upon the said sum of and interest being so paid to him or them as aforesaid, at the costs and charges of the said (*mortgagor*) his executors, administrators, and assigns, assign and transfer the aforesaid premises with their appurtenances, unto the said (*mortgagor*) his executors, administrators, and assigns, for and during all the rest, residue and remainder of the aforesaid term of years, or as he or they

shall direct or appoint, free from all incumbrances whatsoever had, made, done, committed, or executed, or wittingly or willingly permitted or suffered by the said (*mortgagee*) his executors, administrators, and assigns, so as for the doing thereof the said (*mortgagee*) his executors, administrators, and assigns, be not compelled or obliged to go or travel from the place or places of his, their, or any of their usual abode or dwelling. And if the said (*mortgagee*) his executors, administrators, and assigns, shall at any time, before, &c. give or leave such notice in writing as aforesaid; and he the said (*mortgagor*) his executors, administrators and assigns, do not or shall not, within the said space of six calendar months, to be computed from the time of giving or leaving such notice as aforesaid, well and truly pay, or cause to be paid unto the said (*mortgagee*) his executors, administrators, and assigns, the aforesaid sum of together with all interest which shall be due or owing for the same; or if the said (*mortgagee*) his executors, administrators, and assigns, do not or shall not at any time before, &c. give or leave any such notice in writing as aforesaid; and the said (*mortgagor*) his executors, administrators, and assigns, do not or shall not well and truly pay or cause to be paid unto the said (*mortgdgee*) his executors, administrators, and assigns, the said sum of and all such annual sums for the interest thereof as aforesaid; and every part thereof, in the shares and proportions, at the time and in the manner hereinbefore mentioned for payment thereof, then and in either of the said cases, and from and after any such default shall be made of or in payment of the said sum of and the interest thereof,

DECLARATION OF
TRUST.

Mortgage.

Power of sale in
certain events.

DECLARATION OF TRUST.

Mortgage.

17. and indemnifications to purchasers.

or either of them, or any part or parts of them or either of them, that he the said (*mortgagee*) his executors, administrators, and assigns, shall and may, alone, without the consent or concurrence of the said (*mortgagor*) his executors, administrators, and assigns, convey, sell, assign, and dispose of the said messuages, &c. with their appurtenances for the most money and best price that can be reasonably had or gotten for the same; and do and shall, by, with, and out of the monies arising from such sale or sales, pay or retain to him or themselves the said, &c. and all interest then due for the same, and do and shall pay the residue or surplus of the money arising by such sale, after deducting all charges and expences attending the same unto the said (*mortgagor*) his executors, administrators, and assigns. AND it is hereby declared and agreed, that in case of such sale as aforesaid, the receipt or receipts of the said (*mortgagee*) his executors, administrators, and assigns, for the purchase monies arising thereby, shall be a good and sufficient discharge and discharges to the purchaser or purchasers of the said premises, his, her, and their executors, administrators, and assigns, and that such purchaser or purchasers, shall not any ways be answerable or accountable for any loss, misapplication, or non-application of the sum or sums of money which in and by such receipt or receipts shall be expressed to be received, or any part thereof. AND that from and immediately after the execution of such conveyance, sale, assignment, or disposition and payment of the said purchase monies to the said (*mortgagee*) his executors, administrators and assigns, the purchaser or purchasers of the said, &c. shall from thenceforth

peaceably and quietly have, hold, use, occupy, possess, and enjoy the same, &c. and every part and parcel thereof with their appurtenances for and during the then rest, residue, and remainder of the said term of years, freed and absolutely discharged of and from all right, title, and equity of redemption of him the said (*mortgagor*) his executors, &c. And the said (*mortgagee*) doth hereby for himself, his heirs, executors, administrators, and assigns, covenant, grant, and agree to and with the said (*mortgagor*) his executors, &c. that he the said (*mortgagor*) his executors, &c. shall and may peaceably and quietly have, hold, use, occupy, possess, and enjoy the said, &c. with their appurtenances, as tenant and tenants thereof to the said (*mortgagee*) his executors, administrators, and assigns, until the said, &c. or until the end of six calendar months next after the giving or leaving such notice in writing as aforesaid which shall first happen; he the said (*mortgagor*) his executors, &c. yielding and paying for the same to the said (*mortgagee*) his executors, administrators, and assigns, yearly and every year during such time as aforesaid, the clear annual sum of , by two even and equal half yearly payments in the year, on such days or times as hereinbefore mentioned, for and in lieu, satisfaction, and discharge of the aforesaid like annual sum of , as and for the yearly interest of the said sum of , the first payment thereof to begin and be made on, &c. next ensuing the date of these presents. PROVIDED ALWAYS, and it is hereby also declared and agreed, and the true intent and meaning of these presents also is, that if the said annual sum of , or any part thereof, shall be behind and unpaid by the space

DECLARATION OF
TRUST.

Mortgage.

Covenant that
mortgagor shall
quietly enjoy
until default.

Power of
distress.

DECLARATION OF TRUST.

Mortgage.

Covenant for payment of the money.

Waiver of privilege of parliament.

of twenty-one days next after any of the said days whereon the same ought to be paid as aforesaid, that then and in such case and from time to time and so often as it shall so happen, it shall and may be lawful to and for the said (*mortgagee*) his executors, administrators, and assigns, into and upon the said, &c. or any part thereof to enter, and for all arrears of the said annual sum, to seize and distrain any goods and other things which shall then be and there found, and the same to take, drive, and carry away; and in case the same shall not be redeemed in five days by payment of all arrears of the said annual sum of then due, with the charges of such seizure or distress as aforesaid, to sell and dispose of all such goods and other things as shall have been so seized or distrained, and out of the monies arising thereby, to retain and keep so much of the same annual sum as shall be then due and in arrear, and all charges of such seizure or distress as aforesaid, rendering the overplus, if any, to the said (*mortgagee*) his executors, administrators, or assigns. AND the said (*mortgagor*) for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree to and with the said (*mortgagee*) his executors, administrators, and assigns, that he the said (*mortgagor*) his executors and administrators shall and will well and truly pay, or cause to be paid unto the said (*mortgagee*) his executors, administrators, and assigns, the aforesaid sum of , and all interest for the same at the times and in the manner hereinbefore mentioned, without any deduction or abatement whatsoever, according to the true intent and meaning of these presents. AND the said (*mortgagor*) doth hereby waive all privilege of

parliament in the present and every future parliament; and all other privilege whatsoever which he now hath or shall or may hereafter have, enjoy, or be or become entitled to, for, upon account, or in respect of the aforesaid sum of , and the interest thereof, and in every action and actions, suit and suits, which shall or may at any time or times hereafter be brought, commenced, prosecuted, or carried on for the recovering, obtaining, or compelling payment of the said sum of , and interest, or either of them, or any part of them, or either of them, or for the recovering the possession of the aforesaid messuages, &c. or any part thereof, or for, upon account, or in respect of any such conveyance, sale, assignment, or disposition which shall or may in pursuance of these presents be made by the said (mortgagee) his executors, &c. of, &c. or upon account or in respect of or anywise relating to any entry or entries, distress or distresses which shall or may by virtue of the power hereinbefore given or reserved to the said (mortgagee) his executors, &c. be made by him, them, or any of them, or for, upon account, or in respect of all or any of the purposes aforesaid; and doth agree that if default shall be made in payment of the said sum of , and interest, or either of them, or any part or parts of them, or either of them, contrary to the true intent and meaning of these presents, he the said (mortgagee) his executors, &c. shall and may commence, bring, prosecute, and carry on any such action or actions, suit or suits, and also convey, sell, assign, and dispose of the said, &c. or make any such entry or entries, and distress or distresses aforesaid, notwithstanding any

DECLARATION OF
TRUST.

Mortgage.

AGREEMENT privilege of parliament or any other privilege whatsoever which he the said (*mortgagor*) now hath, or shall or may have, enjoy, or be entitled to, in such and the same manner to all intents and purposes whatsoever, as he the said (*mortgagee*) his executors, administrators, and assigns might or could do in case the said (*mortgagor*) had not nor was entitled to any such or other privilege whatsoever. IN WITNESS, &c.

No. XI.

Agreement between Judgment Creditors and a Mortgagee, that the latter, though subsequent in time shall have priority in Payment.

To postpone Securities.

TO ALL WHOM THESE PRESENTS shall come unto and concern, Sir E. L. of, &c. dame A. his wife, L. Y. of, &c. spinster, and J. Y. of, &c. spinster, which said dame A., L. Y. and J. Y. are three of the sisters of the within named G. Y. and the within named R. C. and W. W. severally send greeting. WHEREAS the within named G. Y. now is and standeth justly indebted to the said Sir E. L. in right of the said dame A. his wife, and to the said L. Y. and J. Y. by bonds and judgments, or otherwise in the several sums of money next hereinafter mentioned, (that is to say) To the said Sir E. L. in right of the said dame A. his wife, in the several principal sums of _____ and _____, making together the principal sum of _____, and also in the sum of _____ for interest due thereon, to the day of the date of these presents; To the said L. Y. in the several principal sums of _____

and

, AGREEMENT

making together the sum of , and
 also in the sum of for interest due there-
 on to the day of the date of these presents ; And
 to the said J. Y. in the several principal sums of
 , making together the principal
 sum of , and also the sum of for
 interest due thereon to the day of the date of these
 presents. AND in order to promote and facilitate
 such loan of the sum of to the said G. Y.
 as is within mentioned, and to obtain a mortgage
 of the equity of redemption of the within men-
 tioned manors, hereditaments, and premises, for
 securing such sums of money as are respectively
 due and owing to them from the said G. Y. as
 aforesaid, they the said E. L. and dame A. his
 wife, L. Y. & J. Y. are respectively consenting
 that all benefit of such process or execution as
 may at any time hereafter be sued out or taken
 upon the said judgments or any of them, (so far
 as such process shall affect or take in execution
 the said manors, hereditaments, and premises
 comprised in the within written indenture of mort-
 gage, or security for , or any of them, or
 any part thereof respectively,) shall in the first
 place be applicable to the payment of the said
 sum of , and the interest thereof ; and in
 the next place to the payment of such principal
 sums of money, and the interest thereof, as are
 intended to be secured to the said E. L. and dame
 A. his wife, L. Y. and J. Y. respectively, and to
 their respective executors, administrators, and
 assigns, in and by certain indentures of lease and
 release and appointment already prepared and in-
 tended to bear date the and of this

*To postpone
 Securities.*

AGREEMENT

*To postpone
Securities.*

present month of _____, being of three parts, and made or mentioned to be made between the said E. Y. and A. his wife, of the first part, the said R. C. and W. W. of the second part, and the said E. L. and dame A. his wife, L. Y. and J. Y. of the third part. Now THEREFORE THESE PRESENTS WITNESS, that in consideration of the premises, and for the better securing the payment of the said sum of _____, and interest within mentioned, to be secured to the said R. C. and W. W. their executors, administrators and assigns, the said E. L. for himself, his heirs, executors, and administrators, and for the said dame A. his wife, the said L. Y. for herself, her heirs, executors, and administrators, and the said J. Y. for herself, her heirs, executors, and administrators, Do, and each and every of them Dorn, hereby covenant, promise, and agree to and with the said R. C. and W. W. their executors, administrators, and assigns, that all benefit and advantage of such process or execution as shall or may at any time or times hereafter be sued out, obtained, or taken upon the said judgments, or any of them, so far as such process shall affect or take in execution the said manors and premises comprised in the within written mortgage or security for _____, or any of them, or any part thereof respectively, shall in the first place be liable and applicable to the payment of the said sum of _____, and the interest thereof, or so much thereof respectively as shall be then due and owing, and that subject thereto all benefit and advantage of such execution or executions as aforesaid, shall be applicable only to the payment of such principal sums of money and the

interest thereof respectively as are in and by the **AGREEMENT** said indenture of release and appointment hereinbefore referred to, or intended to be secured to the said E. L. and dame A. his wife, L. Y. and J. Y. respectively, and to their respective executors, administrators, and assigns. **PROVIDED ALWAYS**, and it is hereby expressly covenanted, declared, and agreed by and between the said E. L. and dame A. his wife, L. Y. and J. Y. and the said R. C. and W. W. to be their true intent and meaning, that nothing in these presents contained shall extend or be deemed, construed, or taken to extend, to prevent, obstruct, or hinder them the said E. L. and dame A. his wife, L. Y. and J. Y. or any of them, or their, or any of their respective executors, administrators, or assigns, from obtaining or recovering payment or satisfaction of or for the several principal sums of money by the said indenture of release and appointment intended to be secured, and the interest thereof, or any part thereof respectively, by virtue of or under any execution or executions, of, from, or out of, all or any part of such real or personal estate whereof the said G. Y. now is or at any time or times hereafter shall or may be seized, possessed, or entitled, (other than and except the said manors, hereditaments, and premises comprized in the within written mortgage or security for , and interest) as fully and effectually to all intents and purposes as they, or any or either of them, might or could have done if these presents had not been made or entered into. **IN WITNESS, &c.**

*To postpone
Securities*

ASSIGN-
MENT.

No. XII.

*Bonds and
Warrants of
Attorney.*

Assignment of Bonds and Warrants of Attorney, to enter up Judgment, the Monies not being yet due, nor Judgments entered up.

*Recites certain
bonds,*

*And warrants
of attorney,*

*That no part of
monies had be-
come due, nor
any of the
judgments
entered up.*

THIS INDENTURE, made, &c. BETWEEN (*assignor*) of, &c. of the one part, and (*assignee*) of, &c. of the other part. WHEREAS the (*obligor*) by three several bonds or obligations, bearing date, &c. became bound to the said (*assignor*) each of them in the penal sum of and conditioned for the payment to the said (*assignor*) his executors, administrators, and assigns, of the sum of together with lawful interest for the same, on the several days therein respectively mentioned; AND WHEREAS the said (*obligor*) by three several warrants of attorney, also bearing date, &c. under his hand and seal, and directed to certain attornies of his Majesty's Court of King's Bench, at Westminster, therein named, authorized and empowered such attornies, or any of them, to enter up a judgment in the said court, on each of the said recited bonds for the respective penalties thereof, with costs of suit, which said judgment so to be entered up, were for better securing to the said (*assignor*) his executors, administrators, and assigns, the payment of the respective sums of money according to and in pursuance of the condition of the said several bonds whereto the same respectively referred, together with interest and costs of suit. AND WHEREAS no part of the principal monies for the security whereof the said recited bonds and warrants of attorney were so given as aforesaid, is yet become due and

payable, and the said judgments, or any of them have not yet been entered up in pursuance of the said warrants of attorney, but the said (*assignee*) hath agreed to advance and pay to the said (*assignor*) the several principal sums of money for the security whereof the said several bonds and warrants of attorney were given as aforesaid, together with the interest thereupon respectively to the day of the date hereof, amounting in all to the sum of on his the said (*assignee*) having the said bonds and warrants of attorney and judgments to be entered up, thercon assigned to him as hereinafter is mentioned. Now THIS INDENTURE WITNESSETH, that the said (*assignor*) for and in consideration of the sum of to him in hand paid by the said (*assignee*) at or before the execution of these presents, being in full for all principal money due or to grow due on the said several recited securities as aforesaid, and all interest thereupon to the day of the date hereof, the receipt of which said sum of he the said (*assignor*) doth hereby acknowledge, and thereof and therefrom, and of and from every part thereof doth acquit, release, and discharge the said (*assignee*) his executors, administrators, and assigns, for ever by these presents, he the said (*assignor*) HATH assigned, transferred, and set over, and by these presents, DOth assign, transfer and set over, unto the said (*assignee*) his executors, administrators, and assigns, ALL the said several recited bonds and warrants of attorney, and also the said several judgments so to be entered up on the said warrants of attorney as aforesaid, AND all monies thereupon due or to become due and

ASSIGN-
MENT.

*Bonds and
Warrants of
Attorney.*

Agreement for
the assignment
thereof.

Assignment.

Of bonds and
warrants of
attorney.

**ASSIGN-
MENT.**

*Bonds and
Warrants of
Attorney.*

Usual power of
attorney.

owing, AND all benefit and advantage whatsoever to be had, made, or obtained, by virtue or means of the said bonds, warrants of attorney, and judgments, or any of them, or any process, extent, or other execution or executions, to be thereupon had, sued out, or executed, AND all the right, title, interest, property, claim, and demand, whatsoever of him the said (*assignor*) of, in, to, or out of, the said bonds, warrants of attorney, judgments, monies, and premises, and every part and parcel thereof, together with the said bonds and warrants of attorney; To HAVE, HOLD, RECEIVE, AND ENJOY, all and singular the monies and premises hereby assigned, or meant, mentioned, or intended so to be unto the said (*assignee*) his executors, administrators, and assigns, from henceforth, and for his and their own use and benefit for ever. AND for the better and more effectually enabling the said (*assignee*) his executors, administrators, and assigns, to recover and receive all and singular the said hereby assigned monies and premises, to and for his and their own use and benefit, he the said (*assignor*) hath made, constituted, and appointed, and in his place and stead put and deputed, and by these presents doth make, constitute, and appoint, and in his place and stead put and depute the said (*assignee*) his executors, administrators, and assigns, the true and lawful attorney and attornies, irrevocable of him the said (*assignor*) in his name, but to and for the sole use and benefit of the said (*assignee*) his executors, administrators, and assigns, to ask, demand, and receive of and from the said (*obligor*) his heirs, executors, administrators

and assigns, all such principal monies when and as the same shall respectively become due and payable in the said several bonds, warrants of attorney, and judgments when entered up thereupon, and all interest thereof, and all costs and charges, attending such judgments; and to enter up the said judgments, and to sue and prosecute any actions, suits, executions, or extents thereupon; and to acknowledge, make, and give full satisfaction, releases, and discharges for all monies secured or to be secured by the said bonds, warrants of attorney, or judgments, and now due and owing, or to grow due and owing by virtue thereof, or of any of them; and generally to do all and every such further and other lawful acts and things, as well for the recovering and receiving, as also for the releasing and discharging of all and singular the said hereby assigned monies and premises, and that in as full, large, ample, and beneficial a manner to all intents, constructions and purposes whatsoever as he the said (*assignor*) his executors, administrators, and assigns, could or might do, if personally present, and did the same. AND the said (*assignor*) doth hereby for himself, his executors and administrators, ratify, allow, and confirm all and whatsoever the said (*assignee*) his executors, administrators, or assigns shall lawfully do, or cause to be done, in or about the premises by virtue of these presents. AND the said (*assignor*) for himself, his heirs, executors, administrators, and assigns, doth covenant, promise and agree to and with the said (*assignee*) his executors, administrators, and assigns, by these presents in manner following, (that is to say) that he the said (*assignor*) hath not received or dis-

ASSIGN-
MENT.

*Bonds and
Warrants of
Attorney.*

Covenant
that assignor
hath not
received or dis-
charged,

**ASSIGN-
MENT.**

*Bonds and
Warrants of
Attorney.*

Nor will release
or discharge
the monies,

nor prejudice
proceedings for
the same,

nor revoke
these presents,

but will make
further assur-
ance.

Assignee cove-
nants to indem-
nify assignor
against costs.

charged all or any of the monies due or to grow due on the said bonds, warrants of attorney, or judgments when entered up as aforesaid, or any of them. AND that he the said (*assignor*) his executors or administrators, shall not nor will at any time hereafter, receive, release, or discharge such monies, or any part thereof, or the said bonds, warrants of attorney, or judgments, or any of them ; nor release, nonsuit, vacate, or disavow any suit or other legal proceeding to be had, made, or prosecuted by virtue of these presents, for the suing for, recovering, releasing, or discharging the said monies, bonds, warrants of attorney, or judgments, or any of them, without the licence of the said (*assignee*) his executors, administrators, or assigns, first had and obtained in writing for that purpose ; nor shall or will revoke, invalidate, hinder, or make void these presents, or any authority or power hereby given, without such licence as aforesaid. AND that he the said (*assignor*) his executors and administrators, shall and will at the request and charges of the said (*assignee*) his executors, administrators, or assigns at any time make, do, and execute any further and other lawful and reasonable act in the law for the better enabling him or them to recover and receive all and singular the hereby assigned monies and premises to his and their own use and benefit, as by him and them, or his or their counsel in the law shall be advised or required, so as the said (*assignor*) his executors or administrators, for the doing thereof be not compelled or compellable to travel from his or their then place of habitation or abode. AND the said (*assignee*) for himself, his executors, administrators, and

assigns, doth covenant, promise, and agree to and with the said (*assignor*) his executors and administrators by these presents, that he the said (*assignee*) his executors or administrators, shall and will at all times indemnify the said (*assignor*) his executors and administrators, of, from, and against all costs, charges, expences, and damages which they, or any of them, shall pay, sustain, or be put unto, for, or by reason, or on account of any proceeding to be had either in law or equity, on account of the premises by virtue or means of these presents, so as the same do not arise or accrue through the collusion or act of the said (*assignor*).
IN WITNESS, &c.

ASSIGN-
MENT.

*Bonds and
Warrants of
Attorney.*

N. B. Assignment of a bond is a covenant that the assignee shall receive it; per Holt, Lord Raym. 271. : therefore the assignment does not transfer the duty, but operates as a contract to transfer the benefit, and is in such cases in the nature of a covenant to transfer. 2 Bl. Com. 442.

POWERS OF
ATTORNEY.

POWERS OF ATTORNEY.

To take care of
Estates, &c.

No. XIII.

A General Power of Attorney from a Nobleman on his taking a Tour into Foreign Parts to his Brothers, to take care of his Estates, &c. during his Absence.

TO ALL PERSONS WHOM these presents shall come unto and concern ; The Right Honourable
of (the

Recites that his lordship is about to take a tour,

principal) sendeth greeting. WHEREAS the said *(principal)* intends in a short time to make a tour into foreign parts, and is desirous that all his estates and affairs whatsoever may be duly taken care of, and properly and effectually managed and transacted during his absence from England, and until his lordship shall in due form of law revoke these presents. AND WHEREAS certain very considerable sums of money were placed in some or one of the public funds previous to or upon the marriage of his lordship with the Right Honorable the Lady now Lady his wife ; and by their marriage settlement vested in trustees, and settled to and upon the uses, trusts, and purposes therein expressed and contained.

And that money were placed in the funds previous to his marriage.

That he had purchased divers freehold, copyhold, and leasehold estates, which he was desirous should be sold and conveyed to the trustees of his marriage settlement in the first instance.

AND WHEREAS his lordship hath purchased, by and with his own proper money, and is now in his own right seised, possessed of, and entitled unto, several freehold, copyhold, and leasehold estates in England and Wales, which his lordship is desirous may be sold and conveyed for him, and in his name by his attornies hereinafter

appointed, or either of them, either jointly or separately to the trustees of and in the said marriage settlement, to be settled, limited, and assured to and upon the like uses and trusts as are therein expressed and contained, if the said trustees shall think fitting; and if they the said trustees will, out of the trust money now standing and being in their or some of their names, in some or one of the public funds, pay or cause to be paid to his lordship's said attornies or either of them, the full consideration money which shall appear to have been paid by his lordship for the same; or in case the said trustees shall not think fit so to purchase all or any part of the said estates, then his lordship's will is, that such estates, be the same freehold, copyhold, or leasehold, which shall happen to be unpurchased by the said trustees, or any of them, shall and may be sold and conveyed for his lordship and in his name, by his said attornies herein, after appointed, or either of them, to any person or persons who will contract for the same, by all and every such lawful ways and means in the law as to his said attornies or either of them, or to their or either of their counsel learned in the law shall seem fit and necessary. Now KNOW YE, that the said (*principal*) hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint (*two of his lordship's brothers*) his true and lawful attorney and attornies, jointly and separately, with full and absolute power and authority for him the said (*principal*) and in his name, and for and on his behalf, either jointly or separately to sell, assign, and transfer all or any of the stock that now is, or at any time hereafter may be standing in his lord-

POWERS OF
ATTORNEY.

To take care of
Estates, &c.

The power

as to the stock
or funds.

**POWERS OF
ATTORNEY.**

*To take care of
Estates, &c.*

*As to money in
general due to
his lordship,*

ship's name, in all or any of the public funds; and to receive all dividends, interest, produce, and premiums, or any part or parcel thereof that now is or shall at any time hereafter become due and payable to any person or persons who will accept thereof, or any part or parcel thereof, and at and for such price as his said attorneys or either of them, can either jointly or separately get for the same, and to sign the transfer book or books, or any other book or books or writing, according to usage and custom, and to receive and give proper receipts for the monies arising by and on such sale, assignment, or transfer, and to accept any stock to be sold and transferred to his lordship's own proper account, either in his lordship's own name, or in the names or name of his said attorneys or either of them for his lordship's use, and to do or cause to be done all things proper and needful therein and thereto. AND ALSO, for his lordship and in his name, to ask, demand, levy, sue for, and by all lawful ways and means whatsoever to recover and receive of and from all and every person and persons, of what degree or quality soever whom it may concern, all such sum and sums of money which they or any of them now owe, or shall at any time or times hereafter owe or stand indebted, or have in their or any of their hands, custody, or possession, to his lordship, due, owing, payable, or belonging, in any wise howsoever; and for the purposes aforesaid, to account and to view, state, settle, and adjust all accounts, and the balance thereof to receive, and upon recoveries or receipts to perfect and give in his lordship's name such acquittances or other sufficient discharges as shall be requisite; but in

case of refusal or delay by any person or persons whom it may concern, to make and render just and true account, payment; and satisfaction in the premises, them or any of them thereunto to compel by all lawful ways and means whatsoever.

POWERS OF
ATTORNEY.

To take care of
Estates, &c.

Also to compound, compromise, conclude and agree, by arbitration or otherwise, as his lordship's said attornies or either of them, shall think fit and necessary; and generally in the premises to do, perform, transact, and accomplish all and whatsoever shall be requisite and necessary therein and thereto, as fully, amply, and effectually, to all intents, constructions, and purposes, as his lordship might or could do if personally present and transacted the same.

Power to com-
pound or arbi-
trate.

AND FURTHER, the said (*principal*) doth hereby fully authorise and empower the said (*attornies*) or either of them jointly or separately for his lordship, and in his name, place, and stead, and for his use, to ask, demand, sue for, recover and receive, of and from all and every the tenants and occupiers of all and every his lordship's manors, farms, lands, tenements and estates whatsoever and wheresoever, all rent, and arrears of rent now due, and hereafter to become due and owing to his lordship from them each and every of them respectively; and upon receipt of such rent and arrears of rent or any part thereof, to give such receipt and receipts or other acquittances and discharges for the same as shall be necessary; and upon refusal or non-payment thereof, or of any part thereof, then to take to their or either of their assistance any person or persons for his lordship, and in his name, place and stead, to enter into and upon his lordship's manors, farms, lands, tenements, and es-

As to the rents
of his estates.

POWERS OF
ATTORNEY.

To take care of
Estates, &c.

As to leasing
and selling the
same.

tates, and every or any part or parcel thereof, and there to distrain upon the several and respective tenants or occupiers thereof, for all such rent and arrears of rent as is or are or shall be due, owing, and payable to his lordship, from the several tenants or occupiers thereof respectively; and the distress and distresses there so taken to detain, sell, and dispose of according to law, until they his said attornies or one of them shall be fully paid and satisfied the said rent and arrears of rent, and the costs and charges of, in, and about such distress and distresses for his lordship's use, and to do and cause to be done all and every such further act, matter, and thing, as shall be needful and necessary for the obtaining and getting the said rent and arrears of rent. And the said (*principal*) doth hereby further authorise and empower the said attornies and each of them, either jointly or separately, to lett and sell all or any of his lordship's manors, farms, messuages, lands, tenements and estates that now are or at any time hereafter may happen to be untenanted unto any person or persons whatsoever who shall be minded and desirous to take and farm the same, or any part or parcel thereof for any term or terms of years, and for such yearly rent, and payable at such time or times as unto the said (*attornies*) or either of them shall seem meet and fitting; and for that end and purpose to subscribe his name and affix his seal to any deed or deeds purporting a lease or leases of all or any of the said premises, and to deliver the same as his lordship's act and acts, deed and deeds, to such lessee and lessees to whom the same shall be demised; and to do all and every such further and other acts,

matters, and things as shall for those and such like purposes be necessary and expedient, in as ample manner, to all intents and purposes, as the said (*principal*) might or could do if he was personally present and transacted the same. AND FURTHER, the said (*principal*) doth hereby authorise and empower the said (*attornies*) and each of them jointly or separately; to take and use all proper ways and means with the trustees of and in the said marriage settlement, and all and every other person or persons whom it shall or may concern, to sell, assign, transfer and dispose of all the trust money and stock that is now standing in the name or names of the said trustees or any of them, in all or any of the public funds in England, and to place out and apply the money arising by the disposition and sale thereof upon any landed security or securities, or lay out the same in the purchase of freehold lands; tenements, and hereditaments, in England or Wales, as the said trustees shall think fit and approve; which said landed security or securities, and all such lands, tenements, and hereditaments when purchased, the said (*principal*) hereby directs and appoints to be assigned, transferred, conveyed, settled and assured, and the interest, rents, profits, and produce thereby, to be applied to, for, and upon the same trusts, uses, intents and purposes, as the said trust money and stock, and the dividends, interest, and produce thereof are, in and by the said marriage settlement, directed, limited and appointed to go, be applied, and disposed of, according to the true intent and meaning thereof. And for that end and purpose, he the said (*principal*) doth hereby fully and abso-

POWERS OF
ATTORNEY.

To take care of
Estates, &c.

As to monies
in the
names of the
trustees of his
marriage set-
tlement.

**POWERS OF
ATTORNEY.**

*To take care of
Estate, &c.*

Power to convey the estates purchased by his lordship to the trustees of his settlement, if they will purchase.

lutely appoint, authorise, and empower the said (*attornies*) and each of them, jointly or separately, to subscribe his lordship's name, and affix his seal to any proper deed or deeds, writing or writings, and to deliver the same as his lordship's act and deed, and to do all such further act and acts, matters and things as shall be deemed necessary and expedient for the effectual completing and perfecting the same, in as full and ample manner to all intents, uses, and purposes whatsoever as he the said (*principal*) might, or could, or ought to do, if personally present and he transacted the same. AND ALSO, the said (*principal*) doth hereby fully and absolutely authorize and empower the said (*attornies*) and each of them, jointly or severally, for and in his lordship's name, and for and on his behalf and account, to sell, dispose of, and duly convey all or any of his lordship's manors, lands, tenements, and hereditaments which were and have been at any time purchased by his lordship in his own name, or in the name of any person or persons in trust for his lordship, by and with his lordship's own proper money, to the said trustees of and in the said marriage settlement hereinbefore mentioned; for such considerations, sum and sums of money, as his lordship really and *bona fide* paid for the same, if the said trustees shall think fitting, and will agree thereto and complete the same; and to convey, settle, and assure the said premises, and every or any part or parcel thereof, to, for, and upon the same trusts, uses, intents, and purposes, as the sums of money, parcels of stock, or trust money which the said trustees shall draw out of the said public funds, or any of them, and

MODERN PRECEDENTS
IN
CONVEYANCING.

◆
MISCELLANIES.

CLASS IX.

pay for the real considerations and actual purchase of all or any of the said estates were in and by the said marriage settlement limited, settled, and assured, so and in such manner that the rents, issues, and profits thereof, and every part and parcel thereof, may remain, continue, and be applied and disposed of, to, for, or upon the same trusts, uses, intents, and purposes, as the said trust money or part of stock, and the dividends, interest, profits, and produce thereof, are in and by the said settlement directed, limited, and appointed to go, be applied and disposed of, or as near the same as may be, and that in all respects according to the true intent and meaning of the said marriage settlement; and for that end and purpose the said (*principal*) doth further authorize and appoint the said (*attornies*) and each of them, jointly or separately, for him the said (*principal*) and in his name, place, and stead, to sign, seal, and deliver any reasonable and lawful deed or deeds, writing or writings, for the effectual granting and conveying of all or any of his lordship's said estates as aforesaid, to, for, and upon the said trusts, uses, intents, and purposes hereinbefore mentioned; but if it shall happen that the said trustees do not or shall not think fit so to purchase all or any part of his lordship's said estates, in manner as is hereinbefore mentioned, THEN and in such case the said (*principal*) doth hereby further fully and amply authorize and empower the said (*attornies*) and each of them, jointly or severally for his lordship, and in his name, to grant, alien, bargain, sell, convey, and assure all his lordship's estates hereinbefore mentioned, (be the same freehold, copyhold, or leasehold) which shall happen to be unsold to and not

POWERS OF
ATTORNEY.

To take care of
Estate, &c.

Provision in
case they de-
cline.

**POWERS OF
ATTORNEY.***To take care of
Estates, &c.*

purchased by the said trustees, to any person or persons who will contract for and purchase the same for the best price and consideration the said (*attornies*) or either of them, can or may get for the same, by all and every such lawful ways and means in the law as to his lordship's said attornies, or either of them, their or either of their counsel learned in the law shall seem fit and necessary. AND for that end and purpose the said (*principal*) doth by these presents empower, direct, and appoint his said (*attornies*) and each of them, either jointly or separately, for him the said (*principal*) and in his name, place, and stead, to sign, seal, and deliver any lawful and reasonable deed or deeds, writing or writings, for the effectual granting, conveying, and assuring of all or any of his said lordship's estates as aforesaid, whether the same be freehold, copyhold, or leasehold, and to do and execute, or cause to be done and executed, all and every such further and other lawful and reasonable deed and deeds, act and acts, matters and things that for all and every or any of the purposes aforesaid shall be necessary and expedient, in as full and ample manner to all intents and purposes whatsoever as he the said (*principal*) might, could, or ought to do, if he was personally present, and did and transacted the same. AND the said (*principal*) doth by these presents, and will at all times hereafter ratify, allow, and confirm all and whatsoever his said attornies, or either of them shall, jointly or separately, lawfully do or cause to be done in and about the execution of all and every or any the premises aforesaid, by virtue of these presents.

IN WITNESS, &c.

No. XIV.

POWERS OF
ATTORNEY.

*Power of Attorney to represent a Person as
Vouchee in an intended Recovery.*

*To represent a
Person and
Vouchee.*

TO ALL WHOM THESE PRESENTS shall come unto
and concern, I (*the principal*) of

send greeting. WHEREAS J. R.
heretofore a customary tenant of the manor of
died in the year seised of 20 acres
of land, called Bower's, and 30 acres of land,
called Pike's, held by copy of court roll of the
said manor, (to which he was admitted at a
court held for the said manor on the day of
) , leaving W. R. his only son and heir.

AND WHEREAS the said W. R. was at a court held for
the said manor on the day of admitted to
one tenement and 18 acres of land, called Scot's,
held by copy of court roll of the said ma-
nor on a certain surrender made thereof, to the
use of him and his heirs, at the same court; and
afterwards at the same court the said W. R. sur-
rendered all his copyhold lands and tenements
holden of the said manor, to the uses of his will;
and by his will, bearing date the day of
, devised all his copyhold estates to his
cousin T. R. (since deceased) for his life; remainder
to J. (eldest son of the said T.) and the heirs male
of his body; remainder to the second son, and
every other son of the said T. and the heirs male
of their respective bodies, as they should be in
priority of birth; and by means of the death and
failure of issue male of the said J. R. my father,
T. R. became entitled to the said copyhold pre-
mises, as being the second son of the first named

**POWERS OF
ATTORNEY.**

*To represent a
Person as a
Vouchee.*

T. R. ; and upon the death of my said father, the same became vested in me as heir male of his body, and I was admitted to the aforesaid tenement and 18 acres of land, called Scot's, to me and the heirs male of my body, at a court held for the said manor on the day of ; and I was at the same court admitted to the said lands, called Bower's, to me and my heirs, as heir of my said father, instead of being admitted as heir male of his body under the said will of the said W. R. AND WHEREAS at a court held for the said manor on the day of , the said W. R. was admitted, to him and his heirs, to all that tenement and 150 acres of land called Jones's, and divers other customary lands thereto belonging, with their appurtenances, which last mentioned premises were surrendered to the use of the said W. R. and his heirs, on the day of in that year, which was subsequent to the above mentioned surrender passed by him to the uses of his will, and he never passed any surrender of the same ; and the last mentioned premises came by descent to my said father in fee, and descended upon his death on me, as his heir. Now KNOW YE, that I the said (*principal*) HAVE made, ordained, constituted, and appointed, and by these presents, Do make, ordain, constitute and appoint, and in my place and stead put and depute and of, &c. my true and lawful attorney and attornies, jointly and severally, for me and in my name, place, and stead, to appear at the next general or special court, or any other subsequent court to be held for the said manor of , and to pray and receive admittance of me as only son and heir male of the body of

my said late father, to the said lands and premises called Bower's and Pike's, and all other the customary or copyhold lands, tenements, and hereditaments, which were surrendered by the said W. R. to the uses of his will as aforesaid, and to which I have not been already admitted under the same, or the surrender to the uses thereof, with their appurtenances, To hold to me and the heirs male of my body, according to the tenor and effect of his said will; AND immediately after such admittance, for me, and in my name, place, and stead, to surrender the said copyhold or customary lands, called Bower's, Pike's, and Scot's, and all other the tenements, lands hereditaments and copyhold premises, to which I may be so admitted as aforesaid, into the hands of the lord of the said manor, according to the custom thereof, to the use of some person or persons, and his or their heirs according to the custom of the same manor, TO THE INTENT, that he or they may be or become a good and perfect tenant of the said several copyhold premises, so as a good and sufficient common recovery, grounded on a writ in the form and nature of a writ of entry, *sur disseisin en le post* at the common law may be had thereof, according to the custom of the said manor, for docking and destroying such estate tail, and all other estates tail, and all remainders and reversions thereon respectively expectant or depending of and in the said several copyhold premises, or any part thereof, (in which recovery it is intended that such tenant shall vouch me to warranty, and that I shall vouch over the common vouchee;) AND FOR THAT PURPOSE, I do hereby further constitute and appoint

POWERS OF
ATTORNEY.

To represent a
Person as
Vouchee.

**POWERS OF
ATTORNEY.**

*To represent a
Person as
Vouchee.*

the said and my true and lawful attorney, jointly and severally for me and in my name, to appear at the same court, and enter into the usual warranty unto such tenant, when I shall be vouched by him, and thereupon, for me, and in my name, place, and stead, to vouch over to warranty the common vouchee, and immediately after such recovery shall be had and perfected in manner aforesaid, or otherwise, and the demandant shall have been admitted thereupon, and shall have surrendered the said several copyhold premises into the hands of the lord of the said manor; to the use of me and my heirs for ever, according to the custom of the said manor, then and there for me, and in my name, to pray and receive admittance to me of the same several premises, with the appurtenances, in pursuance of such last mentioned surrender, TO HOLD to me and my heirs, according to the custom of the said manor. AND FURTHER, after such last mentioned admittance for me, and in my name, surrender as well the said copyhold lands, tenements, and premises, called Bower's, Pike's, and Scot's, as the said copyhold land, tenements, and premises, called Jones's, with their and every of their rights, members, and appurtenances, into the hands of the lord of the said manor, to the use and behoof of

, his heirs and assigns, according to the custom of the said manor. AND FURTHER, for me, and in my name, jointly and severally, to do, execute, and perform all and every other act and acts, thing and things necessary, or which may be thought expedient for effecting the several purposes aforesaid, as fully and effectually, to all in-

tents and purposes, as I myself might or could do if I was personally present, I the said (*principal*) hereby ratifying and confirming, and agreeing to ratify and confirm, all and whatsoever my said attorney or attorneys shall jointly or severally lawfully do or cause to be done in and about the premises, by virtue of these presents. IN WITNESS, &c.

POWERS OF
ATTORNEY.

No. XV.

*Operative Part of an Appointment of a Receiver
to keep down the Interest of a Mortgage.*

To receive Rents
to keep down
Interest.

AND WHEREAS it hath been agreed by and between the said (*two mortgagors*), for the more punctual and regular payment of the interest of the said sum of unto the said (*mortgagee*), his executors, administrators, and assigns, according to the purport and true meaning of the said recited indenture of mortgage, that a receiver should be, from time to time, constituted and appointed, to be approved of by all the said parties, for collecting and receiving the rents and profits of the said manors, messuages, lands, closes, tenements, hereditaments, and premises, so granted and demised to the said (*mortgagee*), his executors, administrators, and assigns, in and by the said before in part recited indenture of mortgage, in manner and upon the trusts hereinafter mentioned; and that the said should be the first receiver. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for the ends and purposes aforesaid, the said (*mortgagee*), with the privity and consent of the said (*mortgagors*), (testified by their being parties

**POWERS OF
ATTORNEY.**

*To receive Rents
to keep down
Interest.*

to and sealing and delivering these presents), and also, they the said (*mortgagors*) have, and each and every of them hath made, constituted, appointed, and in their place and stead doth put, and by these presents do, and each and every of them doth make, constitute, appoint, and in their place and stead put the said their receiver, agent, and attorney, from time to time, to collect and receive all and every the rents, issues, and profits, as well annual as casual, of or arising from or out of all and every the said manors, messuages, lands, closes, tenements, hereditaments, and premises, so granted and demised unto the said (*mortgagee*), his executors, administrators, and assigns, in and by the said before in part recited indenture of mortgage, and every of them, and every part of them, of and from the respective tenants or occupiers thereof, as the same shall from henceforth become due and payable, and upon receipt thereof, or of any part thereof, for them the said (*mortgagors*) and (*mortgagee*), and in their names, or in the name of him the said (*receiver*), to give and sign good and sufficient acquittances, receipts, releases, and discharges for the same; but in case of non-payment thereof, or of any part thereof, to enter upon the said hereditaments and premises, and every of them, and every part thereof, to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry away, and in pound to detain and keep until the arrears of the said rents, issues, and profits, shall be fully paid and satisfied; and in default of payment thereof, or of any part thereof in due time, after any such distress or distresses shall be so made, to appraise and sell,

or cause to be appraised and sold, such distress or distresses, or otherwise to act therein according to law, to the intent that the said rents, issues, and profits, and the arrears thereof, and all costs, charges, and expences, to be occasioned by the taking, keeping, selling, and disposing of such distress or distresses, may be fully paid and satisfied, and likewise to bring, commence, carry on, prosecute, and take all such other remedies by action, suit, or otherwise, that shall or may be necessary or proper for the recovery and compelling the payment of such rents, issues, and profits, and to pay, apply, and dispose of the rents, issues, and profits, to be so received by the said R.W. in manner following (that is to say) UPON TRUST that he the said (*receiver*) shall, and do from time to time, in the first place, pay and apply the rents and profits of the said manors, messuages, lands, closes, tenements, hereditaments, and premises, to be by him received as aforesaid, for and towards payment and satisfaction unto the said (*mortgagee*), his executors, administrators, and assigns, of and for all interest, from time to time to grow due and payable for or in respect of the said principal sum of _____, after the rate, and in such manner as in the said before in part recited indenture of mortgage is mentioned, for payment thereof, according to the purport of the proviso or condition therein for that purpose contained, and the true intent and meaning thereof; and shall and do, in the next place (after retaining the sum of _____ for his trouble in collecting and receiving the rents, issues, and profits of the said premises), do and shall render and pay over unto the said (*mortgagors*), their heirs, executors, administrators, and

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ATTORNEY.

*To receive Rents
to keep down
Interest.*

**POWERS OF
ATTORNEY.**

*To receive Rents
to keep down
Interest.*

assigns, the overplus (if any) of the rents and profits of the said manors, messuages, lands, closes, tenements, hereditaments, and premises. AND the said (*receiver*), for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said (*mortgagee*), his executors, administrators, and assigns, that he the said (*receiver*) shall and will, from time to time, so long as he shall be continued collector and receiver of the rents and profits of the said manors, messuages, lands, closes, tenements, hereditaments, and premises, or any part thereof, in manner aforesaid, use his utmost endeavours faithfully to collect and receive the same, and pay, apply, and dispose of the same, when received, in such manner as is hereinbefore in that behalf mentioned and directed, and according to the true intent and meaning of these presents and the trusts hereby in him reposed. AND the said (*mortgagors*) for themselves, their heirs, executors, and administrators, do covenant, promise, grant, and agree to and with the said (*mortgagee*), his executors, administrators, and assigns, in manner following (that is to say), that they the said (*mortgagors*), their heirs, executors, administrators, and assigns, shall not, nor will at any time hereafter, without the privity and consent of the said (*mortgagee*), his executors, administrators, or assigns, first had and obtained in writing under his or their hand and seal, or respective hands and seals, revoke, alter, or frustrate the powers or authorities hereby given unto the said (*receiver*), or hinder or obstruct him the said (*receiver*), or any future receiver (to be appointed as hereinafter mentioned), in collecting and receiving the rents

and profits of the said manors, messuages, lands, closes, tenements, hereditaments, and premises, or any part thereof, upon the trusts and for the purposes aforesaid. AND FURTHER, that in case the said (*receiver*) shall die, or cease to be the receiver of the rents, issues, and profits, or shall be removed or discharged from the said employment, or shall desire to be discharged from the same, during such time as the said sum of , or any part thereof shall be owing and unpaid, or shall otherwise misbehave himself in relation to the trusts hereby in him reposed ; then, and in any of the said cases, they the said (*mortgagors*), their heirs, executors, administrators, and assigns, shall and will join with the said (*mortgagee*), his executors, administrators, or assigns, in removing the said (*receiver*) from his said employment, and in constituting and appointing some other fit and proper person or persons, with their mutual consent and approbation, to receive, collect, and manage the rents and profits of the said manors, messuages, lands, closes, tenements, hereditaments, and premises, upon the trusts aforesaid, and so from time to time, and as often as any of the like cases shall happen, until the said principal sum of and the interest thereof, and every part thereof shall be fully paid and satisfied. AND IT IS HEREBY DECLARED AND AGREED, by and between the said (*mortgagors and mortgagee*), that the said (*mortgagee*), his executors, administrators, or assigns, shall not bear or sustain, or be charged or chargeable with or accountable for any loss which shall happen of the rents and profits of the said manors, messuages, lands, closes, tenements, hereditaments, and premises, or any

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part thereof, by reason or means of any neglect, default, or breach of trust in the said (*receiver*), or any future collector or receiver of the same, or any other matter, cause, or thing whatsoever, but that such loss shall be wholly borne and sustained by the said (*mortgagors*) their heirs, executors, or administrators. IN WITNESS, &c.

No. XVI.

New Trustees. Appointment of new Trustees by virtue of a Power vested in an Administratrix.

TO ALL WHOM these presents shall come unto and concern, W. D. of , and A. his wife, administratrix of all and singular the goods, chattels, and credits of M. C. widow and relict of J. C. late of, &c. Esq. both deceased, (the late father and mother of the said A. D.) R. C. of, &c. linen draper, (eldest son and heir at law of the said J. C. and M. his wife) A. D. of, &c. doctor in physic, and M. his wife, late M. B. widow, heretofore M. S. spinster, (great niece and heiress at law of J. S. late of, &c. gent. deceased, who survived E. P. late of, &c. widow, deceased, his co-trustee in the indenture of settlement hereinafter recited) G. W. of, &c. gentleman, (guardian duly appointed by the high Court of Chancery, of the persons and estates of J. C., E. C., and M. C. infants under the age of twenty-one years, the only other surviving children of the said J. C. and M. his wife) and B. F. of, &c. gentleman, do severally send greeting. WHEREAS, by indenture tripartite, bearing date the day of made

Recites a marriage settlement and intervening circumstances and occurrences.

between the said J. C. of the first part, the said M. C. by the name and addition of M. P. of, &c. aforesaid, spinster, an infant under the age of twenty-one years, daughter of P. P. late of, &c. clerk, deceased, of the second part, and the said E. P. (widow of the said P. P. and mother of the said M. P.) and the said J. S. of the third part, (being the settlement made previous to the marriage of the said J. C. with the said M. P.) it was agreed and declared that two sums of £ and £ (to which the said M. P. would be entitled as therein mentioned) should, when received, be laid out by the said E. P. and J. S. in the purchase of 3 per cent. consols, bank annuities reduced, and that a certain sum of £ in bank annuities, 3 per cent. reduced, therein mentioned to have been purchased by the said E. P. and then already transferred into the names of the said E. P. and J. S. should stand in their names, and that they should be possessed thereof, upon trust to pay the dividend, interest or annual proceed of the same respectively to the said J. C. during his life, and after his decease to the said M. P. his then intended wife, during her life, and after the decease of the survivor of them, upon trust to dispose of the same, and the dividends, interest, or annual proceeds thereof respectively, for the benefit of the child or children of the said intended marriage, in manner therein mentioned. AND by the said indenture the said E. P. and J. S. were empowered in manner therein mentioned, to sell the said Bank annuities, and the Bank annuities to be purchased with the said sums of £ and £ as aforesaid; and the monies arising thereby to lay out in the purchase

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of any freehold or copyhold messuages, lands, or tenements of inheritance in England. AND they the said E. P. and J. S. and the survivor of them, and the heirs, executors, and administrators of such survivors were to stand possessed of or interested in such messuages, lands, or tenements, upon the trusts therein before expressed, concerning as well the said £ Bank annuities, 3 per cent. reduced, as the said £ and £ and the 3 per cent. Bank annuities reduced, to be purchased therewith. AND it was by the said indenture (among other things) provided, that if both or either of them the said E. P. and J. S. should at any time thereafter, during the life of the said J. C. and M. P. his intended wife, or of the survivor of them, happen to die, or desire to be discharged from the trusts thereby in them reposed or intended to be reposed, then and in such case, and when and so soon as the same should happen, it should and might be lawful to and for the said J. C. and M. P. his intended wife, or the survivor of them, or the executors or administrators of such survivor, by any writing under his, her, or their hands and seals, attested by two or more credible witnesses, to nominate and appoint any other fit and proper person or persons to be a trustee or trustees for the purposes aforesaid, in the places or steads, or place or stead of them the said E. P. and J. S. or such of them as should so die or desire to be discharged from the said trusts, and so from time to time, when, and so often as the like case should happen. AND it was thereby further agreed and declared, that all and every the said Bank annuities, trust monies, and securities for the same, or on which the same should

be then lent or placed out, should with all convenient speed be assigned and transferred, so and in such manner as that all and singular the same Bank annuities, sum and sums of money, securities, and premises, might be effectually vested in the joint names of the surviving trustee (if any such there should be) and of such person as should be nominated and appointed to be a trustee as aforesaid; or in case there should be no such surviving trustee then in the joint names of such persons as should be nominated as aforesaid; but nevertheless, upon the trusts and subject to the powers, provisions, declarations, and agreements thereinbefore contained, concerning all and every the same Bank annuities, sum and sums of money, and premises, or such of them as should be then existing undetermined and capable of taking effect or being performed, which person or persons so to be nominated and appointed to be a trustee or trustees as aforesaid, should and might act in the management and execution of the aforesaid trusts, or such of them as should be then subsisting, as fully and effectually, in all respects, and to all intents and purposes, and with the like indemnifications, as he or they might have done in case he or they had been originally appointed a trustee or trustees for the purposes aforesaid. AND WHEREAS the said marriage was solemnized soon after the date and execution of the said indenture. AND WHEREAS

cash, part of the said and was laid out in the purchase of reduced Bank annuities, in the names of the said E. P. and J. S. which, together with the said like annuities amounted to reduced 3 per cent. Bank annuities, which last mentioned sum

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the said E. P. and J. S. at the request of the said J. C. and M. his wife sold, and the same produced the clear sum of cash, which last mentioned sum, together with cash, being the residue of the said and uninvested amounted together to cash. AND the said E. P. and J. S. at the request of the said J. C. and M. his wife, laid out part of the said in the purchase of certain freehold and copyhold lands or hereditaments in in the county of which respectively were conveyed and surrendered to the use of the said J. C. for his life, remainder to the use of the said M. his wife for her life, remainder to the use of the said E. P. and J. S. and their heirs, upon the trusts in the said indenture tripartite expressed concerning the said and reduced Bank annuities, trust monies; and other part of the said was paid by the said E. P. and J. S. to the said J. C. who paid the same into the Bank with the privity of the Accountant General of the Court of Chancery to the account of a certain cause [title thereof] for the purchase of the manor of certain freehold messuages, lands, or hereditaments thereto belonging or therewith enjoyed in the county of sold under a decree in the said cause, which were conveyed and assured to and to the use of the said E. P. and J. S. their heirs and assigns. AND WHEREAS the said J. C. afterwards departed this life in the life-time of the said M. his wife intestate, leaving issue by her the said A., now the wife of the said W. D., R. P. his eldest son and heir at law, the said J. C., E. C., and M. C. the infants, and E. C. who died an infant and un-

married. AND WHEREAS upon the decease of the said M. C. intestate, (which happened in the year) letters of administration of all and

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singular her goods, chattels, and credits were granted to the said A. D. then A. C. from the Prerogative Court of Canterbury. AND WHEREAS the said E. P. died in the life-time of the said J. S. who afterwards died intestate, leaving the said M. D. then M. B. his great niece and heiress at law, and heiress according to the custom of the said manor of . AND WHEREAS the said

And that A. D. and his wife were desirous of appointing G. W. and B. F. to act as trustees in their stead.

A. D. and M. his wife, not having acted, and being desirous of not acting in the execution of the said trusts, the said A. D. hath proposed in pursuance or by virtue of her power as administratrix, as aforesaid, to appoint the said G. W. and B. F. to be trustees for the subsisting purposes of the said settlement in the place of the said E. P. and J. S. both deceased, (which proposal hath met with the approbation of the said W. D., and also of the said R. C.) and the said G. W. and B. F. are consenting to take upon themselves the execution of such part of the said trusts as remain to be performed. NOW THESE

Appointment.

PRESENTS WITNESS, that in pursuance and by force and virtue of the said recited power or powers, and of all and every other power and powers, authority and authorities whatsoever in the said A. D. vested as administratrix as aforesaid, or in any wise enabling her in this behalf, and in exercise and execution thereof respectively, she the said A. D. DORR, (with the consent and approbation of the said W. D. and R. C. testified by their signing, sealing, and delivering these presents,) by this present deed or writing, under

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her hand and seal, by her executed in the presence of the two or more credible persons whose names are intended to be hereon indorsed as witnesses attesting her execution of these presents, nominate and appoint the said G. W. and B. F. to be trustees for such of the purposes of the said indenture of settlement, as remain to be answered or performed in the places and steads of the said E. P. and J. S. both deceased. AND in pursuance of the said nomination and appointment, it is hereby agreed and declared by and amongst the said parties to these presents, that all such acts, deeds, fines, surrenders, assurances, matters, and things shall and may forthwith be done, executed, and performed, at the expence of the said trust estate as shall be necessary or advisable for conveying, surrendering, and assuring the said manor, and several freehold and copyhold messuages, lands, hereditaments, and premises so vested in the said A. D. and M. his wife, in right of the said M. as heiress of the said J. S. as aforesaid, unto and to the use of the said G. W. and B. F. their heirs and assigns, upon such and so many of the trusts, for such and so many of the purposes, and subject to such and so many of the powers, provisos, declarations, and agreements in and by the said indenture of settlement of the day of , expressed and declared concerning the messuages, lands or tenements which should or might be purchased with the trust monies and bank annuities therein mentioned, as are now subsisting undetermined, or capable of taking effect, or being performed. IN WITNESS, &c.

CONFIRMATION.

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TION.

Of Annuity and
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No. XVII.

Deed of Confirmation of an Annuity charged on Leasehold Premises, and fresh Powers of Distress and Entry, the Grantor having become possessed of the legal Estate since the original Grant.

TO ALL WHOM THESE PRESENTS shall come unto and concern, the within named (*grantor of the annuity*) sends greeting. WHEREAS at the time of the grant of the within mentioned annuity or rent charge of _____, made by the said (*grantor*) to the within mentioned (*grantee*), the said (*grantor*) was not possessed of the legal estate of _____ and in the within mentioned premises, charged and made liable to the payment of the same annuity or rent charge, but the legal estate therein was vested in the within named (*trustee of the legal estate*) who held the same premises (*inter alia*) under a lease granted to him by an indenture dated the _____ day of _____

Recites that legal estate was outstanding at the time of the grant of annuity.

by me (*the lessor*). AND WHEREAS a commission of bankruptcy under the great seal of Great Britain, was shortly afterwards issued against him the said (*trustee*), and he was thereupon declared a bankrupt; and all the estate and effects of the said bankrupt were assigned to (*assignees and trustees of the estate*) who were duly elected and chosen assignees of his estate and effects. AND WHEREAS by a decree or decretal order of the High Court of Chancery made on the _____ day of _____

A commission of bankruptcy against the trustee and appointment of assignees.

A decree in Chancery that assignees should surrender a lease.

CONFIRMATION.

_____, in a cause then depending between the said (*grantee*) and the said (*assignees*), it was (amongst other things) ordered and decreed that the said (*assignees*) should execute a surrender of the term granted to the said (*trustees*) by the said indenture of the _____ day of _____, as to so much thereof as related to the said messuages or

and that lessors should execute a fresh lease to grantee.

Recites the surrender,

And new lease.

And that grantee had assigned to grantor

That the powers of distress and entry given by grantor were ineffectual by

tenements within mentioned; and it was further ordered that the said (*lessor*) should execute a fresh lease of the said messuages or tenements within mentioned to the said (*grantee*), the plaintiff in the said suit. AND WHEREAS the said (*assignees*) in pursuance and obedience to the said in part recited demise, did by indenture bearing date the _____ day of _____, surrender and yield up to the said (*lessor*), his executors, administrators, and assigns, the said messuages or tenements and premises within mentioned, with the appurtenances. AND WHEREAS in performance of and obedience to the said in part recited decree, the said (*lessor*) did by indenture dated the _____ day of the same _____ demise, lease, and to farm let to the said (*grantee*) his executors, administrators, and assigns, the said messuages or tenements and premises within mentioned for the term of _____ year from the _____ day of _____ AND WHEREAS the said (*grantee*) in pursuance of his covenant contained in the within mentioned indenture of the _____ day of _____, did by indenture bearing date the _____ day of _____, instant, assign and transfer the said messuages or tenements, dwelling houses and premises within mentioned unto the said (*grantor*). AND WHEREAS the power of distress and entry, and the remedies within given and provided for enforcing

the due and punctual payment of the within mentioned annuity or rent charge are incomplete and ineffectual, by reason that the said (*grantor*) was not then in possession of the legal estate of the within mentioned premises. AND WHEREAS the said (*grantor*) is now by virtue of the said recited indenture of assignment of the day of , possessed of the legal estate of and in the said premises; and the said (*grantee*) hath applied to and requested the said (*grantor*) to assure, ratify, and confirm the same annuity or rent charge, and to corroborate and effectuate the powers and remedies so within given and provided for securing the punctual payment thereof, in pursuance of the said (*grantor's*) covenant within contained for further and better assurance. NOW THESE PRESENTS WITNESS that for the further and better assuring unto him the said (*grantee*) his executors, administrators, and assigns, the same annuity or rent charge of within mentioned, and corroborating and confirming the powers and remedies to him and them given in and by the within written indenture; and in virtue of his the said (*grantor's*) covenant within contained for further assurances, HE the said (*grantor*) HATH granted and confirmed, and by these presents DOth grant and confirm unto the said (*grantee*) his executors, administrators, and assigns, the same annuity of , To HAVE, hold, receive, and take the same annuity to him and them, in the manner and form within mentioned. AND the said (*grantor*) doth, for the considerations aforesaid, hereby charge and make liable the within mentioned messuages or tenements, dwelling-houses, and premises, with the

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by reason of his not possessing the legal estate when he granted them.

But being now possessed thereof, he has agreed to ratify the annuity and effectuate the powers of distress and entry.

Therefore it is witnessed, that

he doth ratify the annuity,

and charge the premises therewith.

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*Of Annuity and
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for securing it.*

*Fresh power of
distress ;*

payment thereof; and doth hereby for himself, his heirs, executors, administrators, and assigns, grant, covenant, and agree to and with the said (*grantee*) his executors, administrators, and assigns, that from time to time hereafter, when and as often as it shall happen that the said annuity, or yearly sum of , within granted and hereby confirmed, shall be in arrear and unpaid in the whole, or in any part, by the space of fourteen days next over or after any one of the days or times whereon the same is within appointed to be paid, then and so often and from time to time as aforesaid, it shall and may be lawful to and for the said (*grantee*) his executors, administrators, and assigns, into and upon the said several messuages, tenements or dwelling-houses and premises within and hereby charged and made chargeable with the said annuity or yearly sum of , or into and upon any part thereof, to enter and distrain for the same annuity or yearly sum, and all the arrears thereof; and the distress and distresses then and there found, to detain, manage, sell, and dispose of in the same manner in all respects as distresses for rent reserved on leases for years, may or ought to be detained, managed, sold, and disposed of, and as if the said annuity or yearly sum of was a reserved rent upon a lease for years, To THE INTENT that the said (*grantee*) his executors, administrators, and assigns, shall and may thereby, therewith, or otherwise be fully satisfied and paid the said annuity or yearly sum of within granted and hereby confirmed, and all arrears thereof, and all costs, charges, and expences to be occasioned by the non-payment thereof, at the days or times within

appointed for payment of the same, And the said (*grantor*) doth hereby also grant unto the said (*grantee*) his executors, administrators, and assigns, that from time to time and at all times hereafter, when and as often as it shall happen that the said annuity or yearly sum of _____ within granted and hereby confirmed, or any part thereof shall be in arrear and unpaid by the space of twenty-one days next over or after any of the said days whereon the same is within appointed to be paid, then and from time to time as often as it shall so happen, and either upon or at any time after the expiration of the said twenty-one days, it shall and may be lawful to and for the said (*grantee*) his executors, administrators, and assigns, (although no formal or legal demand shall have been made of the said annuity or yearly sum of _____) into and upon the said several messuages or tenements, dwelling-houses and premises within mentioned, or into and upon any part thereof in the name of the whole of the same, to enter; and the same messuages, tenements, or dwelling-houses and premises, to have, hold, and enjoy, and the rents and profits thereof, and of every part thereof, to receive and take to and for his and their own use and benefit, until he or they shall thereby or therewith or otherwise be fully paid and satisfied the said annuity or yearly sum of _____, and all the arrears thereof, and also so much of the same annuity or yearly sum of _____ as shall from time to time incur and grow due during such time as the said (*grantee*) his executors, administrators, or assigns shall continue in possession of the premises, after any such entry as aforesaid; and also all such losses, costs,

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also of entry.

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TION.**

charges, damages, and expences as shall be sustained by the non-payment of the said annuity or yearly sum; or any part thereof, at the days and times aforesaid. IN WITNESS, &c. (1)

No. XVIII.

*Of Sale and
Conveyance.*

Confirmation of Sale and Conveyance of Premises, directed by a Testator to be sold for the Benefit of his Widow and five Children; and Release of Claims by a Person entitled to several Shares, and in several Capacities, and two other Persons entitled to Shares in their own Rights, in the Purchase Money.

Parties.

THIS INDENTURE, of four parts, made, &c.
BETWEEN (the person entitled in several capacities)

(1) N. B. As the case originally stood, if a distress had been taken, and an action of replevin brought, it would have been incumbent on the grantee to have deduced a regular title, (i. e. a LEGAL title) from the freeholder down to himself, and as he could not do that, it was perfectly clear that as between him and the tenants, (who happened to be strangers) the grantee not being able to deduce a regular title to the legal estate, he would necessarily have failed, and consequently could not avail himself of the clause of distress contained in the deed of grant. Vide Gilb. Distress, 139. Though as between the grantor and grantee, the deed would have been an estoppel. That in order to give the grantee a complete indefensible power of distress and entry, it was necessary by fresh conveyances to vest the legal estate in the grantor, and then for him to create a charge with a power of distress and entry, &c. In respect to the power of entry, it should seem that, if the case of *Jemmet v. Cooley*, Sir Thomas Raymond's Reports, 158, be good law, the grantee, in case the annuity be in arrear, will be entitled to reduce his interest into possession by ejectment. See also Saunders, 112, and Bacon's Abr. title Annuity, C. 119. 1 Term Rep. 376.

and Maria his wife, of the first part; (*her brother Henry, who had lately come of age*), of the second part; (*her sister, who had also lately come of age*), of the third part; and the within named (*purchaser*)

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Of Sale and Conveyance.

of the fourth part. WHEREAS the within named (*the testator*) left, at the time of his decease, five children, by the within named Lucinda his wife (to wit), John, party to the within written indenture, Maria (*the wife of the said first party*), Henrietta (*the wife of the said Henry*), and Louisa, which said Henry and Louisa were then infants.

Recites that the testator within named left five children, two of whom were infants.

AND WHEREAS, by a certain indenture of assignment, bearing date on or about the day of , in the year of our Lord

Recites assignment of one of the children's shares to her eldest brother, and the husband of her sister Maria.

and made between (*the said Henrietta and her husband*) of the one part, and (*the eldest son*) party to the said within written indenture, and (*the said first mentioned party*) of the other part, in consideration of the sum of .

to the said (*husband of Henrietta*), with the consent of the said Henrietta his wife (testified as therein mentioned), paid by the said (*eldest son, and the husband of Maria*), in the manner therein mentioned, and of 5s. to the said Henrietta paid by the said (*eldest son, and the husband of Maria*), they the said (*Henrietta and her husband*) did, and each of them did grant, bargain, sell, assign, and transfer to the said (*eldest son, and the husband of Maria*) all the share and interest of or accruing to the said (*Henrietta and her husband*), or either of them, after and subject to the life estate of (*the widow of the said testator*) therein, of and in all and singular the purchase money and produce accruing from the sale of the said within mentioned hereditaments, and the stocks, funds, and securities, wherein the same

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Conveyance.*

should be placed out and invested, and all their estate right, title, interest, claim, and demand whatsoever; To HOLD the same share to those the said (*eldest son, and the husband of Maria*), in equal shares as tenants in common, from thenceforth, for their respective proper use and benefit.

The death of
the eldest son,
appointing the
husband of his
sister Maria his
executor.

AND WHEREAS the said (*eldest son*) party to the said last recited indenture of assignment, is since dead, having first made his last will and testament, bearing date the day of , in the

year of our Lord , whereby (*inter alia*) he gave and bequeathed all his personal estate and effects, of what nature or kind soever, unto (*the brother of Maria*), to be by him sold and disposed of, and converted into money, and applied as therein directed, and of his said will appointed the said (*brother*) sole executor, who duly proved the same in the prerogative court of Canterbury, on or about, &c. AND WHEREAS the said (*testator's infant children, naming them*) have now severally attained the age of twenty-one years, and the said (*husband of Maria*), being, as the executor of (*the eldest son, deceased*), entitled to one fifth part, and one moiety of a fifth part of the within-mentioned purchase-money, subject to the life interest therein of (*the testator's widow*); and also being in his own right as purchaser under the said recited assignment, and also in right of the said Maria his wife, entitled to one other fifth part, and one other moiety of a fifth part of the same purchase-money; and the said (*two adults*) being each entitled to his and her own right to one other fifth part each of the same purchase money, making altogether five fifths, or the entirety of the same purchase-money, have respectively agreed to ratify and confirm the sale of the within men-

Recites that the
infants had
come of age,
and also the
rights of the
parties.

tioned hereditaments so made by the within named trustees to the said (*purchaser*) as aforesaid, and to release the same hereditaments from all claims and demands whatsoever in the manner hereinafter appearing. Now THEREFORE THIS INDENTURE WITNESSETH, That in consideration of the premises, and also for and in consideration of 5s. to each of them the said (*Maria and her husband, and her brother and sister*), paid by the said (*purchaser*), at or before the sealing and delivery of these presents, the receipts whereof are hereby respectively acknowledged, THEY the said, &c. in their several and respective rights and capacities aforesaid, and according to their several and respective shares and interests whatsoever, DO, and each and every of them DO hereby acknowledge that the nett value and amount of the within mentioned sum of , the purchase-money for the within mentioned hereditaments (after deducting the sum of for the expences attending the sale), being the sum of was invested in the names of the within named (*two trustees*), in the purchase of 3 per cent. consolidated bank annuities, upon the trusts of the within mentioned will of the said (*testator*), deceased; and do testify and declare their respective consent to the sale so made, as aforesaid, to the said (*purchaser*); and further do hereby (ac-
cording to their several and respective rights and interests) ratify and confirm the within written indenture, and every grant, clause, covenant, and agreement therein mentioned. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, they the said, &c. in their respective rights and capacities aforesaid, and ac-

CONFIRMA-
TION.

Of Sale and
Conveyance.

Consideration.

Ratification of
sale and con-
veyance.

CONFIRMATION.

*Of Sale and
Conveyance.*

Release.

Covenant for
further assur-
ance.

According to their respective shares and interests, HAVE, and each and every of them HATH, remised, released, acquitted, exonerated, and discharged, and by these present DO, and each and every of them DOTH (according to their several and respective rights and interests), promise, release, acquit, exonerate, and discharge the said within mentioned message or tenement, and hereditaments, from and against all actions, claims, and demands whatsoever, both at law and in equity, or otherwise howsoever, which they the said, &c. or any or either of them, ever had, or now have, or which they or any or either of them can, shall, or may have, claim, make, set up, challenge, or demand, for or by reason or means of the said recited wills of the said (*father and son*) deceased, or for or by reason or means of any matter, cause, or thing whatsoever, relating thereto. AND the said (*husband of Maria and her brother and sister*), for themselves, and for their several and respective heirs, executors, and administrators, and not one, nor any of them for the others, or other of them; AND ALSO, as to the said (*husband*), for the acts, deeds, and defaults, of (*his wife*), her heirs, executors, and administrators, as aforesaid, do hereby, according to their several and respective interests, severally and respectively covenant, promise, and agree to and with the said (*purchaser*), his heirs and assigns, that they the said, &c. shall and will, from time to time, and at all times hereafter, at the request and at the proper costs and charges of the (*purchaser*), his heirs and assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and every such further and other

lawful and reasonable act and acts, deed and **LEASE AND**
deeds, matters and things, for the further, better, **RELEASE.**
and more perfectly and absolutely confirming, as-
suring, and releasing unto the said (*purchaser*),
his heirs and assigns, the said within mentioned
hereditaments and premises, as by the said (*purchaser*), his heirs or assigns, or his or their counsel, shall be reasonably advised, or devised and required. IN WITNESS, &c.

No. XIX.

Conveyance of *Leaseholds for Lives.*

*Of Leaseholds
for Lives.*

THIS INDENTURE, made, &c. BETWEEN (*relessor*) of the one part, and (*relessee*) of the other part, *reciting a demise with livery of seisin from the Bishop of A. to (relessor), and his heirs for three lives therein mentioned, at the rent of*

Parties.

and two capons, or two shillings in lieu thereof. AND WHEREAS the said (*relessee*) hath

Recites contract of purchase.

contracted and agreed with the said (*relessor*) as well for the absolute purchase of all the estate and interest of the said (*relessor*) of and in the said tythes, hereditaments, and premises, by and under the said lease, as for the absolute purchase of all his the said (*relessor's*) freehold and leasehold messuages, lands, tenements, and hereditaments in the counties of and

at or for the price or sum of . Now THIS Consideration.

INDENTURE WITNESSETH, that in pursuance of the said contract and agreement, and for and in consideration of the sum of of lawful money of the united kingdom of Great Britain and Ire-

**LEASE AND
RELEASE.***Of Lease for
Years.*Words of con-
veyance.

Parcels.

Habendum.

land, of English value and currency, mentioned to be the consideration of a certain indenture tripartite, bearing even date herewith, and made between, &c. And also for and in consideration of £ to the said (*relessor*) in hand paid by the said (*relessee*) the receipt whereof is hereby acknowledged, he the said (*relessor*) HATH granted, bargained, sold, aliened, released and confirmed, and by these presents BOTH grant, bargain, sell, alien, release, and confirm, (in his actual possession now being by virtue of a bargain and sale to him thereof, in consideration of five shillings, made by indenture bearing date the day next before the day of the date of the same indenture, and by force of the statute made for transferring of uses into possession) and to his heirs ALL THAT the aforesaid piece or parcel of land called , and all the tythes of corn, grain, and hay, and all other his tythes of what nature or kind soever, arising or increasing within the parish of in the county of , with their and every of their rights, members, and appurtenances, now or late in the tenure or occupation of ; And the reversion and reversions, remainder and remainders, rents, issues, and profits, of all and singular the said premises; and also all the estate right, title, interest, term of years yet to come and unexpired, property, advantage, claim, and demand whatsoever, of him the said (*relessor*) of, in, to, out of, and from, the same respectively, together with the said in part recited indenture of lease, and all benefit and advantage thereof. To HAVE AND TO HOLD the premises mentioned to be hereby granted and released, with their and every of their appurtenances unto the said (*relessee*)

his heirs and assigns, to the only use and behoof of the said (*relessee*) his heirs and assigns, for and during the natural lives of them the said (*cœstui que vies*) and of the survivors of them, and the natural life of the survivor of them, in as full, ample and beneficial a manner to all intents and purposes as the said (*relessor*) might, could, or ought or have held and enjoyed the same, if these presents had never been executed ; yet nevertheless, at, under, and subject, to the payment of the said yearly rent of , and to the covenants and agreements in the said indenture of lease mentioned, expressed, and contained. **ADD COVENANTS** from (*relessor*) that he has done no act to impeach, charge, forfeit, incumber, surrender, or otherwise make void or voidable the lease ; has good right, full power, and lawful and absolute authority, to grant and release all and singular the said, &c. unto the said (*relessee*) his heirs and assigns, during the lives of the persons before-mentioned, in manner aforesaid, for quiet enjoyment and further assurance. **AND COVENANT** from (*relessee*) to pay the rent and perform the covenants reserved and contained in the lease on the part of the lessee. **IN WITNESS, &c.**

LEASE AND
RELEASE.

Of Lease for
Lives.

ASSIGN-
MENT.

*Of a Share in a
Portion.*

No. XX.

Assignment of a Share in a Portion by an elder Sister to her younger Sister, in addition to their Shares therein.

Recites marriage settle-
ment.

THIS INDENTURE, made, &c. BETWEEN (*the assignor*) one of the daughters of _____, of the one part, and (*her four sisters*) of the other part. WHEREAS in and by certain articles of agreement bearing date on or about the _____ day of _____ in the year of our Lord _____ and made or expressed to be made between the said (*father*) of the one part, and (*the mother's father*) and (*the mother*) by her then name and description of _____ the eldest daughter of the said _____ of the other part, reciting that a marriage was agreed upon and then intended shortly to be had and solemnized between the said (*father*) and (*mother*), the said (*father*) in consideration of the said marriage, and also in consideration of the sum of £ _____ of lawful money of Great Britain and Ireland, of English value and currency therein mentioned to be to him paid by the said (*mother's father*) as and for the said marriage portion of the said (*mother*) agreed to convey and assure certain messuages, lands, tenements, and hereditaments therein particularly mentioned to trustees for that purpose, to be named, and their heirs, to and for the several uses, intents and purposes, and upon the trusts thereafter mentioned, and amongst other uses, to the use of the trustees, their executors and administrators for the term of _____ years, to commence from the death of the said (*father*) and fully to be compleat and ended, UPON TRUST,

ASSIGN-
MENT.

Of a here in a
Portion.

that in case there should be any child or children, sons or daughters of the body of the said (*father*) on the body of the said (*mother*) to be begotten, other than and besides an eldest or only son, the trustees to whom the said term of years was to be limited, and the survivor of them, and the executors, administrators, and assigns of such survivor should, after the decease of the said (*father*) by sale, mortgage, demise, or other disposition of all or any part or parts of the messuages, lands, tenements, and hereditaments intended to be comprised in the said term of 500 years, for all or any part of the same term, or by the rents, issues, and profits of the same hereditaments, or any part thereof in the mean time, or by any other ways or means, to raise and pay for the portion or portions of all and every the daughter and daughters, younger son or sons of the said then intended marriage, the sum of, of lawful money of the united kingdom of Great Britain and Ireland, &c. to be equally divided between or amongst them, (if more than one) share and share alike; and if but one such younger child, then such only younger child to have the said whole sum of and to vest and become payable at the times therein mentioned, (that is to say) to and for each such younger son at his age of twenty-one years, and to and for each such daughter at her age of twenty-one years, or on the day of her marriage, which shall first happen, and the said (*father*) being then dead, to be then paid, or on his death the portions of such younger sons respectively to be sooner employed for their preferment or advancement in the world respectively, if the said intended trustees or the survivor of them, or the executors, administra-

**ASSIGN-
MENT.****Of a Share in a
Portion.**

tors, or assigns of such survivor, should think fit; and in case any such daughter or daughters should have attained her or their age or ages of twenty-one years, or should be married, or any such younger son or sons should have attained his or their age or ages of twenty-one years in the life-time of the said (*father*), then the portion or portions of such daughter or daughters so attaining such age, or so marrying after attaining such age, should be raised and paid within six calendar months next after the decease of the said (*father*) with interest for the same after the rate of for every by the year, from the day of the death of the said ; and in case any such daughter should happen to die before she should attain the age of twenty-one years or be married, or any such younger son should depart this life, or become an eldest or only son, and provided for as such as therein is mentioned, before he should attain the age of twenty-one years, THEN the portion or portions of him, her, or them so dying, or becoming an eldest or only son, or so much thereof as should not have been sooner employed for the preferment or advancement in the world of any such younger son or sons, should survive and go to and amongst such surviving daughter or daughters, younger son or sons, and be equally divided between or amongst them (if more than one) share and share alike, and be payable when and as his, her, or their original portion or portions should, by virtue of the trust intended to be declared of the said term of years become payable. AND WHEREAS shortly after the entering into and executing of the said articles, the said marriage was duly had and solemnized between the said (*father*)

and the said (*mother*), and there were and are issue of the said marriage (*the eldest son*) and (*another son*) and (*a daughter*), (*also assignor*) and her (*younger sister*). AND WHEREAS the said (*father*) afterwards died without having executed or made any settlement or conveyance of the several estates mentioned in the said in part recited articles, pursuant to the said agreement for that purpose entered into by the said articles. AND WHEREAS by a decree or decretal order of the High Court of Chancery made the day of _____ in the year of our Lord _____,

ASSIGN-
MENT.

Of a Share in a
Portion.

Father died
without making
a settlement
pursuant to
articles.

A decree in
Chancery di-
recting articles
to be specifi-
cally per-
formed.

cause then depending, between the younger children by (*their brother and next friend*) and (*certain creditors of the father*) plaintiffs, and (*the widow and eldest son*) and others, defendants, IT WAS DECLARED, ordered, and decreed, that the marriage articles hereinbefore in part recited, should be specifically performed and carried into execution, and that the hereditaments comprised therein should be conveyed and settled upon, to, and for the said several trusts, intents, and purposes, or such of them as were then subsisting and capable of taking effect. AND WHEREAS a marriage has since been had and solemnized between the said (*assignor and a gentleman*) which said (*gentleman*) is since dead, without having done any act to dispose of or affect the portion or share which the said (*assignor*) was entitled unto under and by virtue of the hereinbefore in part recited articles of agreement and decree of and in the said part provided for the purposes of the younger children of the said (*father and mother*). AND WHEREAS the said (*assignor*), who has since attained her age of twenty-one years, is desirous of increasing

A marriage be-
tween assignor
and gentleman
since dead,
without affect-
ing her portion.

ASSIGN- MENT.	the portions of (<i>her said four younger sisters</i>)
Of a Share in a Portion.	by the addition of all her seventh part or share, and all other her share and shares which she now is or may become entitled to of and in the said sum of as an augmentation of the portions provided for them under the said in part recited articles. NOW THIS INDENTURE WIT- NESSETH, that in pursuance and execution of the said decree, and for effectuating the same, and from the natural love and affection which she bears to her said sisters, (<i>naming them</i>), and in consideration of the sum of 10s. of, &c. to the said (<i>assignor</i>) in hand paid by the said (<i>sisters</i>), the receipt whereof is hereby acknow- ledged, SHE the said (<i>assignor</i>) HATH assigned, transferred and set over, and by these presents DOETH assign, transfer, and set over unto them the said (<i>four sisters</i>) ALL THAT the seventh part or share, and all other the part, portion, or share of , and interest ; and also all and every other the part and parts, portion and portions, share and shares, interest and interests, to which she the said (<i>assignor</i>) shall or may, or otherwise would or might become entitled of or in the said sum or charge of , and interest for the same ; and all the estate right, title, interest, trust, possibility, benefit, advantage, claim, and demand whatsoever, vested or contingent, at law and in equity, of her the said (<i>assignor</i>), of, in, to, or out of the same sum or charge of , and interest. TO HAVE, HOLD, receive, take, and enjoy the same share and shares, portion and portions, interest and premises hereby assigned, from henceforth unto the said (<i>four sisters</i>) their executors and administrators, equally to be divided between or amongst them, share and share
Consideration.	
Assignment.	
Share of por- tion.	
Habendum.	

 ASSIGN-
MENT.

*Of us have in a
Portion.*

alike, as tenants in common, and not as joint-tenants, in as full and ample a manner in all respects as the said (*assignor*) could, would, or might have been entitled to the same, if these presents had never been executed; together with full power and authority to ask, demand, sue for, recover, and receive the same, of and from the trustee or trustees of the said term of years for the time being, or the person or persons entitled to the lands charged therewith, or other the person or persons whom it may concern, to pay the same sum, and to take and pursue all and every the requisite and proper means and remedies for enforcing, and compelling the raising and paying thereof. AND the said (*assignor*) doth hereby request, direct, authorize, and require the trustee or trustees of the said term of years for the time being, or the person or persons entitled to the hereditaments so charged with the said portions, and all other the persons whom it may concern, to pay the said share and shares, or portion and portions so hereby assigned by her to her said four younger sisters, or expressed and intended so to be, unto her said sisters, their executors and administrators equally, with all interest now accrued or henceforth to accrue or become due in respect thereof; and doth hereby agree and declare that the receipts of the said sisters, their executors or administrators respectively, for the said respective hereby assigned shares, thereof, shall be full and effectual discharges to the person and persons so paying the same. IN WITNESS, &c.

ASSIGN-
MENT.

No. XXI.

(Of an Annuity.)

Assignment of an Annuity given by the Will of a Gentleman to his Son, who sold it to three Sisters conditionally, who concurred in disposing of it absolutely to a Gentleman from whom the present Assignment is made.

Recital of the
will bequeath-
ing an annuity
of 100l.

THIS INDENTURE, made, &c. BETWEEN (*assignor*) of the one part, and (*assignee*) of the other part. WHEREAS deceased, in and by his last will and testament in writing duly executed, bearing date on or about the day of in the year of our Lord , did amongst other things declare that as to, for, and concerning his capital messuage, situate, standing, and being in , in the county of , with the farms, lands, tenements, and hereditaments that he was seized, possessed of, or any ways entitled unto for any estate of inheritance, freehold or copyhold, (which said copyhold premises he had surrendered to the use of his will) in possession, reversion, remainder, or expectancy, with their and every of their appurtenances situate, lying, and being at , or elsewhere in the said county of , or elsewhere in the kingdom of Great Britain, (other than such as were thereinbefore devised to (*trustees and executors named in the said will*) to be sold as therein mentioned), his will was, that the same should be subject and liable to and stand charged and chargeable with the payment of such debts as at the time of his decease might be due and owing from him, as also of the legacies and annuities given and bequeathed by his said will, and the annuities and

legacies given by any codicil or codicils he might make thereto in aid of such money as should arise by sale of such part of his real estate as is thereinbefore directed to be sold, and of such personal estate as he should be possessed of at the time of his decease, and that was not otherwise particularly disposed of by his said will, and any codicil he might make ; and subject thereto, he did thereby give, devise, and bequeath all those his said manors, messuages, farms, lands, tenements, and hereditaments, both freehold and copyhold, at

ASSIGN-
MENT.

Of an Annuity.

, or elsewhere, in the county of , or elsewhere in the kingdom of Great Britain, (other than and except such as he had thereinbefore directed to be sold) to the uses, and to and for the intents and purposes and in the manner therein expressed. AND the said testator did thereby give and bequeath unto (*his son*) one annuity or yearly sum of of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, for and during the term of his natural life, and he did thereby will and direct that the said annuity should be paid free from all deductions whatsoever, by four equal quarterly payments, that is to say, the day of , the day of , the day of , and the day of in every year, and the first payment thereof to begin and be made on such of the said days appointed for payment thereof as should first and next happen after his decease ; and he did charge all his real estates in , other than what he had thereinbefore directed to be sold with the payment of the said annuity, and of other annuities thereby given and bequeathed to other persons in

**ASSIGN-
MENT.**

Of an Annuity.

Death of tes-
tator.

Recital of as-
signment of
annuity, sub-
ject to re-
purchase as
after men-
tioned.

manner therein mentioned ; and the said testator did thereby nominate, constitute, and appoint the said (*trustees*) executors of his said will. AND WHEREAS the said testator departed this life without revoking or altering his said will, and the said (*executors*) soon after his decease duly proved the same will in the Prerogative Court of the Archbishop of Canterbury. AND WHEREAS by an indenture bearing date on or about the day of now last past, and made or expressed to be made between the said (*annuitant*) of the one part, (*three purchasers of the annuity*) of the other part, AFTER RECITING the said in part recited will, and reciting amongst other things that the said (*annuitant*) having occasion for money, had applied to the said (*purchasers*) who had agreed with him for the absolute purchase of the said annuity or clear yearly sum of , for and during the natural life of him the said (*annuitant*) at or for the price or sum of , AND ALSO RECITING that for the further and better securing the payment of the said annuity or clear yearly sum of , to the said (*purchasers*) their executors, administrators, and assigns, during the natural life of him the said (*annuitant*), the said (*annuitant*) had, by his certain bond or obligation in writing bearing even date therewith, became bound unto the said (*purchasers*) their executors, administrators, and assigns, in the penal sum of with a condition thereunder written for making the same void on payment to the said (*purchasers*) their executors, administrators, or assigns, of the said annuity or clear yearly sum of , during the natural life of the said (*annuitant*) at the times and in the manner in the said condition and

thereinafter expressed. AND that as a further security for the payment of the said annuity or clear yearly sum of _____, he the said* (*annuitant*) <sup>ASSIGN-
MENT.</sup> Of an Annuity.
had also, by a certain warrant of attorney, bearing even date with the said bond and the indenture now in recital, authorized certain attorneys of his Majesty's court of King's Bench, at Westminster, to confess judgment against him in the said court, in an action of debt upon the said bond for the said sum of _____, and costs of suit as therein is recited, and which said judgment was afterwards confessed and entered up accordingly. It is WITNESSED, that in consideration of the sum of _____ to the said (*annuitant*) in hand paid by the said (*purchasers*) He the said (*annuitant*) did grant, bargain, sell, assign, transfer, and set over unto the said (*purchasers*) their executors, administrators, and assigns, ALL THAT his aforesaid annuity, or clear yearly sum of _____, per annum, so by the said in part recited will given and bequeathed to him for and during the term of his natural life, as the same should become due and payable from the said, &c. the trustees and executors named and appointed for the payment of the same by the aforesaid will of the said testator, To HOLD, receive, perceive, take, and enjoy the same unto the said (*purchasers*) their executors, administrators, and assigns, as the same should from time to time become due, for and during the natural life of the said (*annuitant*) by four equal quarterly payments, at or on the days or times and in the manner therein and hereinbefore expressed. AND WHEREAS by a Recital of agreement indorsed for redemption.

ASSIGN-
MENT.

Of an Annuity.

Recital of deed,
whereby after
reciting that
such notice for
redemption had
been given,

and of contract
for absolute
sale to a person
who was to re-
deem the an-
nuity and pay
annuitant a
further sum.

Of a collateral
bond.

same, it was agreed by and between the said (*purchasers*) and the said (*annuitant*), that he the said (*annuitant*) should be at liberty to redeem the said annuity upon giving three months notice of such his intention, and upon payment of the said sum of , and all arrears of the said annuity. AND WHEREAS by an indenture bearing date on or about the day of now last past, and made or expressed to be made between the said (*annuitant*) of the one part, and the said (*second purchaser and assignor on this occasion*) of the other part, reciting as is in part hereinbefore recited, and reciting that such notice as mentioned in the said last recited memorandum indorsed upon the said recited indenture, had accordingly been given by the said (*annuitant*) to the said (*purchasers*) by means whereof the said annuity would, upon payment of the said sum of and all arrears thereof, become again the absolute property of the said (*annuitant*) or his assigns, and reciting that the said (*annuitant*) had applied to the said (*assignor*) and proposed absolutely to sell unto him the aforesaid annuity or clear yearly sum of , so given and granted to him by the will of the said (*testator*) for and during the term of his natural life, at and for the price and sum of , which the said (*assignor*) had agreed to, but the said (*annuitant*) finding it difficult to raise the said sum of , it had been agreed and determined that the said (*assignor*) should advance and pay the same to the said (*purchasers*), and pay the remaining sum of to the said (*annuitant*). AND also reciting that for the further and better securing the payment of the aforesaid

annuity or clear yearly sum of to the said
 (assignor) his executors, administrators, or as- ASSIGN-
MENT.
 signs, during the natural life of him the said (an- Of an Annuity.
 nuitant), he the said (annuitant) had, by his
 certain bond or obligation bearing even date
 therewith, become bound unto the said (assignor)
 his executors, administrators, and assigns, in the
 penal sum of , with a condition thereunder
 written for making the same void on payment to
 the said (assignor) his executors, administrators,
 and assigns of the said annuity or clear yearly
 sum of , at the times and in the manner in
 the said condition thereafter expressed. AND and warrant of
attorney.
 as a further security for the payment of the said
 annuity or clear yearly sum of , he the
 said (annuitant) had also, by a certain warrant of
 attorney bearing even date with the said bond and
 the indenture now in recital, authorized certain
 attornies of his Majesty's said Court of King's
 Bench, to confess judgment against him in the
 said court in an action of debt upon the said bond,
 for the said sum of and costs of suit. IT IS The annuitant
assigns to the
present assignor
absolutely.
 BY THE SAID INDENTURE NOW IN RECITAL WIT-
 NESSED, that in consideration of the sum of
 to the said (annuitant) paid by the said (assignor),
 and also of the further sum of to be paid
 by the said (assignor) to the said (purchasers)
 according to the notice given to them by the
 said (annuitant) as aforesaid, He the said
 (annuitant) Did grant, bargain, sell, assign,
 transfer, and set over unto the said (assignor) his
 executors, administrators, and assigns, absolutely,
 ALD THAT the aforesaid annuity or clear yearly
 sum of so given and bequeathed to him
 for and during the term of his natural life, as the
 same should become due and payable to him

**ASSIGN-
MENT.**

Of an Annuity.

Assignment
from the first
purchasers to
assignor.

under the will of the said (*testator*) as aforesaid,
TO HOLD, RECEIVE, PERCEIVE, TAKE, AND ENJOY
 the same unto the said (*assignor*) his executors,
 administrators, and assigns, as the same should,
 from time to time become due and payable, for
 and during the term of the natural life of the said
 (*annuitant*) by four equal quarterly payments, at
 or on the days or times and in the manner therein
 mentioned, together with a proportionate part of
 the said annuity or clear yearly sum of for
 so many days which should or might elapse from
 the said quarterly days of payment next preced-
 ing the decease of the said (*testator*) until the
 day or time of such decease. **AND WHEREAS** by
 an indenture of three parts, bearing date on or
 about the day of last, and made or
 expressed to be made between the said (*pur-
 chasers*) of the first part, the said (*annuitant*) of
 the second part, and the said (*assignor*) of the
 third part, reciting, as is hereinbefore recited, and
 also reciting that the said (*purchasers*) had, in
 compliance with the notice given to them as afore-
 said, agreed to receive the said sum of and
 all arrears of the said annuity or clear yearly sum
 of , and to assign the same annuity unto
 the said (*assignor*) his executors, administrators,
 and assigns; and also reciting that all arrears of
 the said annuity had been then paid up to the
 day of last: **IT IS WITNESSED**, that
 in consideration of the sum of , and all
 arrears of the said annuity or yearly sum of
 to the said (*purchasers*) paid by the said (*as-
 signor*) at the request and by the direction and
 appointment of the said (*annuitant*), testified
 as therein mentioned; and also in consideration
 of the sum of to the said (*annuitant*)

paid as aforesaid, by the said (*assignor*) ASSIGN-
MENT.
 they the said (*purchasers*) at the request and Of an Annuity.
 by the direction and appointment of the said (*annuitant*) testified as aforesaid; and also the
 said (*annuitant*) DID grant, bargain, sell, alien,
 release, assign, set over, and confirm unto the
 said (*assignor*) his executors, administrators,
 and assigns, the said annuity, or clear yearly
 rent or annual sum of so given and be-
 queathed to the said (*annuitant*) under and by
 virtue of the said recited will as aforesaid, toge-
 ther with all powers and remedies for recovering
 and obtaining the same, and all arrears and other
 the money, benefits and advantages, due, owing,
 or recoverable upon, under, or by virtue of the
 said first recited indenture and the said bond and
 warrant of attorney, together with the same in-
 denture and warrant of attorney, and all other
 powers, remedies, and means for obtaining the
 same. TO HOLD, RECEIVE, TAKE, AND ENJOY
 the same annuity or yearly sum of and pre-
 mises, unto the said (*assignor*) his executors,
 administrators, and assigns from the day of
 now last past, for and during the natural
 life of the said (*annuitant*) absolutely. AND Sale by auction,
 WHEREAS the said (*assignor*) being disposed to
 make sale of the said annuity, clear yearly rent
 charge, or sum of , did cause the same
 to be put up to be sold by public auction on the
 day of the present month, by
 at , in
 , when the said (*assignee*) being the highest bidder for the same,
 at the sum of , was declared the pur-
 chaser thereof. NOW THIS INDENTURE WITNESS- Assignm^t.
 ETH, that for assigning the same unto the said

ASSIGN-
MENT.Of an Annuity.Annuity of
100l.

(*assignee*), and for and in consideration of the sum of _____ of lawful money of Great Britain and Ireland, of English value and currency, to the said (*assignor*) in hand well and truly paid by the said (*assignee*) at or before the sealing and delivery of these presents, the receipt whereof he the said (*assignor*) doth hereby acknowledge, and thereof, and of and from the same and every part thereof, doth acquit, release, and discharge the said (*assignee*), his executors, administrators, and assigns for ever, by these presents, HE the said (*assignor*) HATH granted, bargained, sold, assigned, transferred, and set over, and by these presents DOTH grant, bargain, sell, assign, transfer, and set over unto the said (*assignee*) his executors, administrators, and assigns, ALL THAT the said annuity or clear yearly rent charge or annual sum of . . . , so as aforesaid given and bequeathed to the said (*annuitant*) for and during the term of his natural life, in and by the said in part recited will of the said (*testator*) deceased, and thereby charged on his said estate in the said county of _____ and elsewhere, in the manner in the said will expressed, as the same shall henceforth become due and payable from the trustees and executors named and appointed in and by the said will, or other the persons who for the time being shall or may be or become liable to pay the same under the said will, and the said proportional part as aforesaid, together with all powers of distress and entry, and other powers, remedies, and means for recovery thereof, together with the said bonds and judgments so entered into and confessed respectively as aforesaid, and the money, benefits, and advantages due, owing, or recoverable, and to become due, owing, and

recoverable upon and under and by virtue of the same ; AND all other powers, remedies, and means in the name of him the said (*assignor*)* or otherwise, but at the sole risk, costs, and charges of the said (*assignee*) his executors, administrators, and assigns, to sue for, receive, recover, and give effectual receipts, releases, and other discharges for the same annuity and premises hereby assigned or expressed, and intended so to be, and every part thereof, and all benefit and advantage to arise therefrom. AND ALSO, all the estate, right, title, interest, trust, property, claim, and demand whatsoever, both at law and in equity of him the said (*assignor*) of, in, to, or out of the said annuity, clear yearly rent charge, or annual sum of

ASSIGN-
MENT.

Of an Annuity

, securities and premises hereby granted and assigned, or expressed and intended so to be, and every or any part thereof, and of or by virtue of the said in part recited will, indentures, indorsement, bonds, and judgments, or otherwise howsoever, TO HAVE, HOLD, RECEIVE, PERCEIVE,

Habendum.

TAKE, AND ENJOY the said annuity, yearly rent charge, or annual sum of and premises hereby granted and assigned, or expressed and intended so to be, and every part thereof ; and all powers, remedies, and means to sue for, receive, and recover, as well as to give effectual receipts, releases, and other acquittances and discharges for the same ; and all benefit and advantage thereof unto and by him the said (*assignee*) his executors, administrators, and assigns, from the day of now last past, for and during the natural life of him the said (*annuitant*) in as large, full, ample, and beneficial a manner to all intents and purposes whatsoever as he the said (*assignor*) now holds, or is entitled to, or could or might

**ASSIGN-
MENT.*****Of an Annuity***

Direction to the
trustees to pay
the annuity.

Covenant that
assignor hath
done no act to
incumber.

And will make
further assur-
ance.

have, hold, receive, sue for, recover, and enjoy the same, in case these presents had not been made or executed. •AND the said (*assignor*) for himself, his heirs, executors, and administrators, doth hereby give and grant unto the said (*assignee*) his executors, administrators, and assigns, as his attorney and attornies, full and whole power and authority in the premises, and doth hereby agree and declare, direct and appoint, that the said (*trustees and executors*) their heirs, executors, administrators, and assigns, and all and every other person or persons whom it may concern, to pay the said annuity, clear yearly rent charge, or sum of hereby assigned, or expressed and intended so to be, shall and do henceforth pay the same unto the said (*assignee*) his executors, administrators, and assigns, pursuant to the assignment hereby made, for which these presents shall be their full authority and discharge. AND the said (*assignor*) doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said (*assignee*) his executors, administrators, and assigns, that he the said (*assignor*) hath not at any time heretofore made, done, executed, committed, or willingly or knowingly suffered any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the said annuity, clear yearly rent charge, or sum of , securities and premises hereby assigned, or expressed, and intended so to be, or any of them, or any part thereof, are, is, can, shall or may be assigned, released, impeached, charged, incumbered, or in anywise affected in title, charge, estate, or otherwise howsoever.

AND MOREOVER that he the said (*assignor*) his

heirs, executors, or administrators, and all and every other person or persons having or lawfully claiming any estate right, title, trust, or interest of, in, to, or out of the said annuity, clear yearly rent charge, or sum of _____ and premises hereby assigned, or expressed and intended so to be, or any part thereof, shall and will upon every reasonable request, and at the proper costs and charges in the law of the said (*assignee*) his executors, administrators, or assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and every such further and other acts, deeds, matters, or things whatsoever, for the better and more effectual granting, assigning, and assuring the said annuity, clear yearly rent charge, or sum of _____, powers and premises, unto the said (*assignee*) his executors, administrators and assigns, and for the better enabling him and them to sue for, receive, and recover the same, or any part thereof, as by the said (*assignee*) his executors, administrators, or assigns, or his or their counsel in the law shall be reasonably advised or devised and required. IN WITNESS, &c.

ASSIGN-
MENT.

Of an Annuity.

ASSIGN-
MENT.

No. XXII.

*Of Annuity,
Term, and
Judgment.*

Assignment of an Annuity to a Purchaser and two others who had purchased Shares of him. This Precedent contains an Assignment of a Term, and also of a Judgment and an Indemnification against Portions.

Recital of a
grant of annu-
ity or rent
charge of

THIS INDENTURE, of six parts, made BETWEEN (grantee of rent charge) of the first part; (his trustee of a term) of the second part: (contractor for the purchase of the whole rent charge) of the third part; (contractor for one fourth) of the fourth part; (contractor for another fourth) of the fifth part; and (intended assignee of the term) of the sixth part. WHEREAS by indentures of lease and release, bearing date respectively the and days of in the year of our Lord , and made or expressed to be made between (grantor) of the first part, the said (grantee) of the second part, and the (trustee of the term) of the third part, for the considerations therein mentioned, the said (grantor) did convey the hereditaments herein-after mentioned, to be hereby assigned with the appurtenances unto the said (termor) and his heirs, TO THE USE, INTENT, AND PURPOSE that the said (grantee) his heirs and assigns, should and might yearly and every year during the life of the said (grantor) have, receive, and take one annual sum or clear yearly rent charge of of lawful money of Great Britain, to be yearly chargeable and charged upon, and issuing and payable, had, received, and taken out of the said hereditaments, unto the said (grantee) his heirs

or assigns, in the council house of the said city of _____, at or upon the _____ following days or times (that is to say) the _____ day of _____, the _____ day of _____, and the _____ day of _____ in every year. **AND** in case the said (*grantor*) should die after any of the said quarterly days of payment, then a proportionable part of the said yearly rent charge or sum of _____ to be paid and payable from such of the said quarterly days of payment as should next happen before the day of the decease of the said (*grantor*) to the day of his death, the first payment of the said annuity, yearly rent charge, or sum of _____ to be made on the _____ day of the _____ month of _____ then instant. **AND** to the further use, intent, and purpose, that in case the said yearly rent charge or sum of _____ or any part thereof should be behind or unpaid by the space of twenty-one days next over or after any of the said days or times whereon the same is appointed to be paid as aforesaid, then and so often, and from time to time, it should and might be lawful to and for the said (*grantee*) his heirs and assigns, into and upon all and every the said hereditaments, or any part thereof, to enter and distrain, and the distress and distresses then and there found, to take, lead, drive, carry away, and in pound detain and keep, and in default of payment of the said yearly rent charge or sum of _____ or any part thereof, in due time after such distress or distresses should be so made, to appraise and sell, or cause to be appraised and sold, or otherwise dispose of such distress or distresses according to the law, as in cases of distresses taken for non-payment of rents reserved

**ASSIGN-
MENT.**

*Of Annuity,
Term, and
Judgment.*

With powers of
distress.

ASSIGNMENT.

Of Assignments,
Tithes, and
Judgments.

Power of entry.

on common leases or demises, to the intent that thereby the said (grantee) his heirs or assigns should be fully satisfied and paid the said yearly rent or sum of and all arrears thereof, and all costs, charges, and expences occasioned by the non-payment thereof or of any part thereof, on the days and times in that behalf hereinbefore mentioned. (1) AND ALSO to the further use, intent, and purpose, that if the said yearly rent charge or sum of or any part thereof, should at any time be behind or unpaid by the space of forty days next over or after any of the said days or times appointed for payment thereof as aforesaid, then and in such case, and as often as it should so happen, it should and might be lawful to and for the said (grantee) his heirs and assigns, into or upon all and singular the said hereditaments, or any part thereof, in the name of the whole to enter, and the same peaceably and quietly to have, hold, possess, occupy, and enjoy, without impeachment of waste, and the rents, issues, and profits thereof, and of every part thereof, to receive and take, to and for his and their own use

(1) The power of entry, being limited by way of use, as soon as the rent is in arrear, an use, which is served out of the issue of the release, springs up and vests in the grantee. This use is immediately transferred into possession by the statute; consequently he has a right to take and keep possession till the purpose for which it is executed is satisfied, and then the use determines. By virtue of this act he may make a lease for years to try his title or enjoyment, either to obtain possession of the lands, if withheld from him, or restore it if disturbed or divested; and if he assigns the annual sum, this right of entry and perception of the rents and profits of the lands passes with it to the assignee. 3 Co. Lit. 203.

and benefit, until he or they should thereby or there-
with or otherwise, be fully satisfied and paid the
said clear yearly rent charge or sum of and
all arrears thereof, or so much thereof as should be
then remaining due and unpaid, and also so much
thereof as might have incurred or as should
incur or grow due during such possession, and all
losses, costs, charges, damages, and expences,
which the said (*grantee*) his heirs or assigns
should or might pay, sustain, expend, or be put
unto, for or by reason, or on account of the non-
payment of the said yearly rent charge, or sum
of or any part thereof, and subject to
the said annuity or yearly rent charge, and the
remedies aforesaid for the recovery thereof, TO
THE USE of the said (*termor*) his executors, ad-
ministrators, and assigns, from the day next
before the day of the date of the said indenture of
release, for and during and unto the full end and
term of ninety-nine years then next ensuing, and
fully to be compleat and ended, if the said
(*grantor*) should so long live, without impeach-
ment of waste, IN TRUST for the said (*grantee*)
his heirs and assigns, for better securing to him
and them the payment of the said yearly rent
charge; yet nevertheless to permit the said
(*grantor*) and his assigns during his life to re-
ceive, take, and enjoy, the rents, issues, and
profits of the said hereditaments, so long as the
said annuity, yearly rent charge, or sum of
should be duly paid unto the said (*grantee*) his
heirs and assigns as aforesaid; but if the said
yearly rent charge or sum of or any part
thereof, should happen to be behind or in arrear
and unpaid by the space of sixty days next over

ASSIGN-
MENT.

*Of Annuity
Term and
Judgment.*

and subject to
the said annui-
ty and remedies
to the use of
termor for
ninety-nine
years.

In trust for
better securing
the payment of
said annuity,
and to permit
the grantor to
receive the
rents until de-
fault of pay-
ment.

And if unpaid
by sixty days,
then upon trust
by lease or
demise, or sale
or mortgage, to
receive suffi-
cient to pay such
annuity,

**ASSIGN-
MENT**

*Of Annuity
Term and
Judgment.*

or after any of the said days or times appointed for payment thereof as aforesaid, UPON TRUST that he the said (*termor*) his executors, administrators, or assigns should, by, with, and out of the rents, issues, and profits of the said hereditaments or any of them, or by lease or demise thereof, or any part thereof, or by sale or mortgage of the same premises, for all or any part of the said term of ninety-nine years, or by fall of timber then growing on the premises or any part thereof, and sale thereof, or by any other ways or means whatsoever, raise and levy such sum and sums of money as should be sufficient to pay and satisfy the said clear yearly rent charge or sum of or so much thereof as should from time

*together with
costs, &c.*

to time so happen to be in arrear, behind, or unpaid, TOGETHER also with all losses, costs, charges, damages, payments, and expences, which should or might arise, or be occasioned by reason or on account of executing the said trusts, and should and would pay and apply the remainder and remainders of money so to be raised accordingly, and after payment thereof in manner aforesaid, pay and apply the overplus of the rents and profits to, or otherwise permit and suffer the same to be had, received, and taken by the said (*grantor*) during the term of his life. AND WHEREAS, in pursuance of a warrant of attorney, bearing even date with the said indenture of release, given and executed by the said (*grantor*) to several persons therein named, a judgment hath been confessed and entered of record in his Majesty's Court of King's Bench at Westminster, as of term, in the year of his present Majesty's reign, against him the said (*grantor*)

*Recital of war-
rant of attor-
ney, and judg-
ment entered
up thereon.*

for the sum of _____ and costs in an action commenced by the said (grantee) against the said (grantor) upon his bond bearing even date with the said warrant of attorney for securing the payment of the said annuity or yearly sum of _____

ASSIGN-
MENT

Of Annuity
Term, and
Judgment.

AND WHEREAS the said (original purchaser) in the month of _____, contracted with the said (grantee) for the purchase of the said annual sum or yearly rent charge of _____ at or for the

Recital of contract for the purchase of annuity by original purchaser.

price or sum of _____ and hath accordingly paid the sum of _____ to the said (grantee) in part payment thereof; but no grant, assignment, or conveyance of the said rent charge hath been yet made by the said (grantee) to the said (purchaser) or any other person or persons, with his privity or by his direction. AND WHEREAS the

Recital of contract for one-fourth.

said (purchaser of part) hath lately contracted with the said (original purchaser) for the purchase of one fourth part of the said annual sum or yearly rent charge or sum of _____ at or for the price or sum of _____

Recital of another contract for another fourth.

AND WHEREAS the said (purchaser of other part) hath also contracted with the said (original purchaser) for the purchase of one other fourth part of the said annual sum or yearly rent charge of _____ at or for the price or sum of _____

AND it hath been agreed, by, between, and amongst the parties hereto, that the same rent charge should be assigned and conveyed to the said (three purchasers) in the manner hereinafter expressed; And that the said term of ninety-nine years, and the said judgment entered up of record as aforesaid, should be assigned to the said (intended trustee of term) in the manner hereinafter expressed. NOW THIS INDENTURE WITNESSETH

And that the term of ninety-nine years should be assigned to a trustee with the judgment

ASSIGN-
MENT.

Of Annuity
Term and
Judgment

Consideration.

that for and in consideration of the said sum of
of lawful money of the united kingdom
of Great Britain and Ireland, of English value
and currency, so paid by the said (*original pur-
chaser*) to the said (*grantee*) as aforesaid; and
ALSO of the further sum of of like money,
to the said (*grantee*) in hand paid by the said
original purchaser) at or immediately before the
sealing and delivery of these presents (the receipt
whereof the said (*grantee*) doth hereby acknow-
ledge); AND ALSO in consideration of the further
sum of of like lawful money at the same
time to the said (*grantee*) in hand paid by the
said (*purchaser of one fourth*) at the request and
by the direction and appointment of the said (*ori-
ginal purchaser*), testified by his being a party to
and sealing and delivering of these presents. AND
ALSO in consideration of the further sum of
of like lawful money at the same time paid by
the said (*purchaser of grantor's part*) to the said
(*grantee*) at the request and by the like direc-
tion of the said (*original purchaser*) testified as
aforesaid, which said several sums of £
£ £ and £ making together
the said sum of £ in full for the abso-
lute purchase of the said rent charge by them the
said (*original and other purchasers*), HE the
said (*grantee*) doth hereby acknowledge, and of
and from the same sum and every part thereof,
doth acquit, release, and discharge the said
(*purchasers*) and each of them, their, and each
of their heirs, executors, administrators, and as-
signs for ever, by these presents, as the said
(*grantee*) at the request and by the direction and
appointment of the said (*original purchaser*) tes-

tified as aforesaid, HATH granted, bargained, sold, aliened, released, and confirmed, and by these presents BOTH grant, bargain, sell, alien, release, and confirm unto the said (*three purchasers*) (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said (*grantee*) in consideration of 5s. by indenture bearing date the day next before the day of the date of these presents for the term of one year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute for transferring uses into possession) and their heirs, ALL THAT the said annual sum or clear yearly rent charge of and all arrears thereof so charged, and charged upon and issuing and payable out of the said manor, hereditaments, and premises during the natural life of the said (*grantor*) as aforesaid, and the proportionable part thereof up to the decease of the said (*grantor*), together with all remedies, powers, and means, given or vested to or in the said (*grantee*) his heirs and assigns, for the recovery and receiving of the same rent charge aforesaid. AND the reversion and reversions, remainder and remainders, produce and profit of the same yearly rent charge, and all the estate right, title, interest, trust, property, benefit, claim, and demand whatsoever, both at law and in equity of him the said (*grantee*) of, in, to, or out of the same rent charge of and premises, TO HAVE, HOLD, receive, perceive, take and enjoy the same annual sum or yearly rent charge of and premises hereby released and conveyed, or expressed and intended so to be unto the said (*three purchasers*)

ASSIGN-
MENT.

of Tenancy
Term and
Judgment.

Grant.
Lease for a
year.

The rent
charge.

General words

Habendum.

**ASSIGN-
MENT.**

*Of Assnwy
Term and
Judgment.*

As to one
moiety to the
use of said (*ori-
ginal purchaser*)
and his heirs
during the life
of the grantor

As to one fourth
to another.

As to remain-
ing one fourth
to the other.

Consideration
of assignment
of the term.

Assignment of
term.

and their heirs, for and during the natural life of the said (*grantor*) and all such other estate and interest as the said (*grantee*) is entitled to, of or in the same, TO THE USE AND BEHOOF of them the said (*purchasers*) and their heirs, for and during the natural life of the said (*grantor*), and all such other estate and interest as aforesaid, in manner following, (that is to say) AS TO ONE MOIETY or half part thereof, unto and to the use and behoof of the said (*original purchaser*) his heirs and assigns, for and during the life of the said (*grantor*). AND as to one fourth part of the said annual sum or yearly rent charge of . . . unto and to the use and behoof of the said (*one of the other purchasers*) his heirs and assigns, for and during the natural life of the said (*grantor*). AND as to one other fourth part thereof, unto and to the use and behoof of the said (*other purchaser*) his heirs and assigns, for and during the natural life of the said (*grantor*) as tenants in common, and not as joint tenants. AND THIS INDENTURE ALSO WITNESSETH, That for the considerations aforesaid, and also for and in consideration of the sum of 5s. of lawful money as aforesaid, by the said (*new trustee of the term*) to this said (*old trustee*) at or before the sealing and delivery of these presents paid, the receipt whereof is hereby acknowledged, he the said (*old trustee*) at the request and by the direction and appointment of the said (*grantee*) and with the approbation of the said (*purchasers*), (testified by their being parties to and severally sealing and delivering these presents) HAVE bargained, sold, assigned, transferred, and set over, and by these presents BOTH bargain, sell, assign, transfer, and set over

unto the said (*new trustee*) his executors, administrators, and assigns, <sup>ASSIGN-
MENT</sup> ~~ALSO~~ THAT the manor and lordship of ^{TOGETHER} with all and singular houses, outhouses, edifices, buildings, barns, byers, stables, orchards, gardens, lands, meadows, pastures, feedings, commons, common of pasture and turbary, trees, wood, and underwoods, and the ground and soil thereof, ways, paths, passages, waters, watercourses, easements, fines, rents, heriots, services, profits, commodities, advantages, emoluments, hereditaments, rights, members, and appurtenances whatsoever, to the said manors, lordships, messuages, farms, lands, tenements, hereditaments, and premises abovementioned, and hereby granted and released, or intended so to be, or any of them belonging, or in any wise appertaining, or with them or any of them heretofore held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known to be as part, parcel, or member thereof, or any part thereof; AND ALL the estate right, title, interest, trust, term of years yet to come and unexpired, claim, and demand whatsoever of him the said (*old trustee*) into or out of the same premises, and every or any part or parcel thereof, TO HAVE AND TO HOLD the said hereditaments and premises hereby assigned or expressed, and intended so to be unto the said (*new trustee*) his executors, administrators, and assigns, for the remainder yet to come and unexpired, of the said term of ninety-nine years therein, upon trust for securing the payment of the said yearly rent charge unto the said (*three purchasers*) and their heirs equally in manner aforesaid, according and pursuant to the true intents

Of Annually
Firm and
Judgment
General words.

And all the estate, &c.

pendum.

In trust for securing the payment of said annuity.

ASSIGN-
MENT

Of Annuity,
Term and
Judgment

Covenant from
trustee that he
hath done no
act to incum-
ber.

Covenant from
said grantee
that he is seized
of said annuity
during grantor's
life.

Peaceable en-
joyment.

and purposes in the said hereinbefore recited in-
deutire declared concerning the same. AND
the said (*old trustee*) for himself, his heirs, exe-
cutors, and administrators, doth hereby covenant
and declare with and to the said (*new trustee*)
his executors and administrators that he the said
(*old trustee*) hath not at any time heretofore made,
done, executed, or committed, or suffered any
act, deed, matter or thing whatsoever, whereby
or by means whereof the hereditaments and pre-
mises hereby assigned as aforesaid, or any part or
parts thereof, are, is, can, or may be assigned,
impeached, or incumbered, in title, charge, es-
tate, or otherwise howsoever. AND the said
(*grantee*) for himself, his heirs, executors, and
administrators, doth covenant, promise, grant,
and agree, to and with the said (*three purchasers*)
their heirs and assigns, and every of them by these
presents in the manner following, (that is to say)
That he the said (*grantee*) at the time of the
sealing and delivery of these presents is, and
stands lawfully and rightfully seized of and well
entitled to the said annual sum or yearly rent
charge of for and during the natural life of
the said (*grantor*). AND THAT he the said
(*grantee*) now hath in himself good right, full
power, and lawful and absolute authority to
grant, bargain, sell, and convey the said annual
sum or yearly rent charge of unto the said
(*three purchasers*) their heirs and assigns, for
and during the natural life of the said (*grantor*)
in the manner aforesaid. AND FURTHER that it
shall and may be lawful to and for the said (*three*
purchasers), their heirs and assigns, peaceably
and quietly to have, receive, and take the said

annual sum or yearly rent charge of for and during the natural life of the said (*grantor*) without any let, suit, trouble, hinderance, interruption, or denial of the said (*grantee*) his heirs or assigns, or any other person or persons whatsoever, lawfully claiming, or to claim by, from, under, or in trust for him; and that free and clear, and freely and clearly acquitted, exonerated and discharged of and from all incumbrances whatsoever. AND MOREOVER that he the said (*grantee*) and every other person lawfully or equitably claiming, or who shall or may hereafter lawfully or equitably claim any estate right, title, trust or interest, in, to, or out of the said annual sum or yearly rent charge hereby granted and assured, or expressed and intended to be as aforesaid, or any part thereof, by, from, under, or in trust for him or them, shall and will from time to time, or at any time or times hereafter, during the natural life of the said (*grantor*) upon the request and at the costs and charges of the said (*three purchasers*) or either of them, their or either of their heirs or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every, or any such further or other lawful and reasonable acts and act, things and thing, assignments, devises, and assurances in the law, for the further and better granting, assigning, and assuring the said annual sum or yearly rent charge of unto the said (*three purchasers*) and their heirs and assigns, in manner aforesaid for the remainder then to come of the natural life of the said (*grantor*), and for better empowering and enabling them to recover and receive the same as by the said (*three pur-*

ASSIGN-
MENT.Of Judgment
From and
Judgment.Further assur-
ances.

ASSIGN-
MENT.

Of Annuity
Term and
Judgment.

Assignment of
judgment.Habeundum in
trust for secur-
ing the payment
of annuity

chasers) or either of them, their or either of their heirs or assigns shall be lawfully and reasonably advised, or advised and required: AND THIS INDENTURE FURTHER WITNESSETH, that, for the considerations aforesaid, and also for and in consideration of the sum of bs. of like lawful money by the said (*new trustee*) to the said (*grantee*) at or before the sealing and delivery of these presents paid, the receipt whereof is hereby acknowledged, HE the said (*grantee*) at the request and by the direction and appointment of the said (*three purchasers*) (testified by their being parties to and severally sealing and delivering these presents) HATH granted, bargained, sold, assigned, transferred and set over, and by these presents BOTH grant, bargain, and sell, assign, transfer and set over unto the said (*new trustee*) his executors, administrators, and assigns, the said judgment hereinbefore mentioned, and all benefit and advantage thereof, and all monies thereby secured, or which can be recovered thereupon; and all the powers and remedies which the said (*grantee*) HATH for the recovery or getting in the same, or for suing out execution upon or otherwise prosecuting the said judgment. To HAVE, HOLD, perceive, receive, and take the same unto the said (*new trustee*) his executors, administrators, and assigns, upon trust, for better securing to the said (*three purchasers*) and their heirs and assigns, the due and punctual payment of the said annual sum or yearly rent charge hereby granted and conveyed as aforesaid on the days or times hereby before mentioned for payment thereof, and all arrears thereof, and all costs and charges to be incurred or sustained in reco-

vering and receiving the same. And for the purposes last mentioned, the said (*grantee*) hath nominated, constituted and appointed, and by these presents doth nominate, constitute, and appoint the said (*new trustee*) his true and lawful attorney in the name of him the said (*grantee*) or otherwise to sue forth and prosecute any writ or writs of execution and any other proceeding upon the said judgment; and in respect thereof to do, perform, and execute every other act, matter, and thing whatsoever, as fully, amply, and effectually, to all intents and purposes, as he the said (*grantee*) could do in his proper person, or as he, his heirs, executors, or administrators could or might have done if these presents had not been made. And the said (*grantee*) for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said (*new trustee*) his executors, administrators, and assigns by these presents, in the manner following, (that is to say) that he the said (*grantee*) hath not at any time heretofore made, done, committed, or suffered any act, matter, or thing whatsoever, whereby or by means whereof the judgment mentioned to be hereby assigned as aforesaid, is, can, or may be assigned, released, discharged, or vacated. And also, that he the said (*grantee*) his heirs, executors, or administrators, shall and will at all times hereafter, justify and allow, ratify and confirm, all and whatsoever the said (*new trustee*) his executors or administrators, shall or may lawfully do or cause to be done, in or about the premises; and that he the said (*grantee*) his heirs, executors, or administrators, shall not nor will revoke or make void the powers and autho-

ASSIGN-
MENT.

Of Assu-
ring
Term and
Judgment.

Power of
attorney to sue
out execution.

Covenant that
judgment is in
full force.

Covenant to
justify and con-
firm all acts of
attorney, and
not to revoke
judgment.

**ASSIGN-
MENT.**

*Of Annuity
Term and
Judgment.*

**Further assur-
ance.**

**Trustee may
reimburse him-
self all ex-
pences.**

rities hereby or in pursuance thereof to be given to the said (*new trustee*) his executors, administrators, or assigns; nor release, discharge, or vacate the said judgment, or the monies thereby secured or recoverable thereupon; nor do any thing to impede or delay any proceedings to be hereafter had upon the said judgment; nor otherwise act or interfere in or about the premises than as the said (*new trustee*) his executors, administrators, or assigns shall or may direct or require. AND MOREOVER that he the said (*grantee*) his heirs, executors, or administrators, shall and will at any time or times hereafter, at the request of the said (*new trustee*) his executors, administrators, or assigns, make, do, and execute all such further or other lawful and reasonable acts and act, things and thing, assignments and assurances in the law whatsoever for the better empowering and enabling the said (*new trustee*) his executors, administrators, and assigns, to make use of, and take all benefit and advantage of the said judgment, or to acknowledge satisfaction upon the record thereof as by the said (*new trustee*) his executors, administrators, or assigns, or his, their, or any of their counsel learned in the law shall be lawfully and reasonably devised, or advised and required. PROVIDED ALWAYS, and lastly it is hereby agreed and declared that it shall and may be lawful to and for the said (*new trustee*) his executors and administrators, by and out of the monies which by virtue of these presents, or any proceeding to be had or taken by him or them upon the said judgment, or any of the trusts herein declared shall come to his or their hands,

to deduct and retain to and reimburse himself and themselves, all such costs, charges, and expences as he and they respectively shall or may sustain, expend, or be put unto in or about the execution of the trusts hereby in him and them respectively reposed. AND ALSO that the said (*new trustee*). his executors, administrators, and assigns, or any of them, shall not be charged or chargeable with or for any sum or sums of money other than such as shall actually come to his and their hands as aforesaid, nor with or for any loss or damage which shall or may happen in or about the premises without his or their respective wilful default. AND WHEREAS certain deeds or instruments, releases or discharges, whereby the fortunes or portions of of the sisters of the said (*grantor*) charged upon the said lands, and hereditaments hereby assigned in and by the marriage settlement of their late father deceased, were released and discharged; and also the deed or deeds, instrument or instruments, whereby the several mortgages from the said (*grantor*) to (*grantee*) for the principal sums of and upon or affecting the said hereditaments, were re-assigned, re-conveyed, and discharged, have not been produced or shewn to them the said (*three purchasers*) or their agents, but the same releases, discharges, re-assignments, and re-conveyances are now in the hands or custody of , as he the said (*grantee*) doth aver and is satisfied. NOW THEREFORE THIS INDENTURE FURTHER WITNESSETH, that for the satisfaction and security of the said (*three purchasers*) in this respect, He the said (*grantee*) for himself, his heirs, executors, and admi-

ASSIGNMENT.

Of Assent
Term and
Judgment.

And not to be
answerable for
more than he
shall receive.

Recital of por-
tions charged
on the premises
being paid off.

Covenant that
the portions are
paid off, and
deeds in the
hands of the
trustees

ASSIGN-
MENT.

*Of Annuit-
ties and
Judgment.*

nistrators, DORR, by these presents, further covenant, promise, and agree to and with the said (three purchasers) and each of them, their, and each of their heirs, executors, administrators, and assigns, that the said portions or fortunes provided for and to which the sisters of the said (grantor) became entitled under their said father's marriage settlement, have been satisfied, released, and discharged, and that proper releases and discharges for the same are now in the hands, custody, or power of the said and also that the said mortgage to the said (grantee) have been paid off and discharged, and the said hereby assigned premises properly reconveyed, released, or discharged from the same, and that such release, discharge, and reconveyance or reconveyances are, or is now vested in the hands, custody, or power of the said

And to indemnify therefrom.

AND ALSO that he the said (grantee) his heirs, executors, or administrators, or some of them, shall and will from time to time, and at all times hereafter, save, defend, and keep harmless and indemnified the said annual sum or yearly rent charge of hereby granted, conveyed, or expressed and intended so to be, and also the hereditaments and premises hereby assigned, or expressed and intended so to be, and also the said (three purchasers) and the said (grantee) each and every of them, their and each and every of their heirs, executors, administrators, and assigns lands, tenements, goods and chattels, of, from, and against the said portions of the said sisters of the said (grantor) and of and from the said mortgage of the said, and the principal monies thereby secured; and of and from

all action and actions, suit and suits, claims and demands whatsoever, for or in respect of the same portions, mortgages, monies, and interest, and of and from all loss, costs, charges, damages, and expences for, or on account, or by reason or means thereof, or by reason or means of the non-production of the said releases, discharges, re-assignments or re-conveyances of the said portions, mortgages, and monies, or of the same being vested in the hands or custody of the said

IN WITNESS, &c.

ASSIGN-
MENT.

Of Annually
Term and
Judgment.

RE-SETTLEMENT.

**As to the
Reversion.**

RE-SETTLEMENT.

No. XXIII.

A Re-Settlement by Lease and Release and Fine, whereby Baron and Feme, respectively Tenants for Life, remainder to the Heirs of the Body of the Wife, remainder to her in Fee, re-settle and convey the Premises so as to leave it in the Power of the Wife alone, notwithstanding her Coverture, to make any other future disposition which she may think proper of the Reversion in Fee-expectant on the decease of the Husband and Wife, and failure of Issue of their Bodies.

THIS INDENTURE, of three parts, made, &c.
 Parties. BETWEEN (the settler and wife) of the first part;
 (conuzee of the fine) (1) of the second part; and
 (trustee of a term) of the third part. WHEREAS
 Rectifies the original settle-
 ment. by indentures of lease and release bearing date
 respectively on or about the and days
 of in the year of our Lord , the
 release being of three parts, and made or men-
 tioned to be made between the said (settler) of
 the first part, the said (wife) by her then name
 and description of of the second part, and
 of the third part, being the settlement
 made previous to the marriage of the said (settler)
 with the said (wife) the messuage or tenement

(1) The fine being levied to this gentleman only, it was conceived to be most proper to make the grant and release to him only, instead of to him and the trustee of the third part, and that the other trustee should take the term of five hundred years.

and hereditaments hereinafter particularly mentioned stand ~~limited and settled~~ ^{RE-SETTLEMENT.} ~~TO THE USE OF~~ the said (*settler*) for the term of his life; remain- ^{Of a Reversion.} ~~der TO THE USE of the said (wife) for the term of~~ her life; remainder ~~TO THE USE of the heirs of~~ the body of the said (*wife*) by the said (*settler*) to be begotten; remainder ~~TO THE USE of the~~ right heirs of the said (*wife*) for ever, as in and by the said indentures of lease and release, relation being thereunto had, may more fully appear.

And whereas the said (*settler and wife*) having ^{And that husband and wife were desirous of re-settling the premises.} no children, and it being unlikely that they ever should have any, are desirous of re-settling the said hereditaments and premises in the manner hereinafter expressed, and so as to leave it in the power of the said (*wife*) alone, notwithstanding her coverture, to make any other future disposition, which she may think proper, of the reversion in fee expectant on the decease of the said (*settler and wife*) and failure of issue of their bodies. Now THIS INDENTURE, WITNESSETH, that in pursuance of such intention, and for carrying the same into execution, and for and in consideration of the sum of 10*l.* of lawful money of the united kingdom, &c. to the said (*settler and wife*) his wife, in hand paid by the said (*conuzee and termor*) at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, ^{The re-settlement.} THEY the said (*settler and wife*) have granted, bargained, sold, aliened, released, and confirmed, and by these presents Do grant, bargain, sell, alien, release, and confirm unto the said (*conuzee*) ^{Men ion of lease for a year.} (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said (*settler and wife*) in consideration of five shillings by indenture bearing date the day next before the

RE-SETTLEMENT. day of the date of these presents, for one whole year, commencing from the day next before the

Of a Reversion. day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring of uses into possession) and his heirs,

Parcels. ALL, &c. [parcels with general words] TOGETHER with all and singular out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, lands, tenements, meadows, pastures, feedings, commons, ways, hedges, ditches, mounds, fences, waters, water-courses, rights, privileges, profits, commodities, advantages, emoluments, hereditaments, rights, members, and appurtenances whatsoever to the said messuage or tenement, lands and premises belonging, or in any wise appertaining, or therewith used, held, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or of any part thereof; AND the reversion and reversions, remainder and remainders, rents, issues, and profits of the same premises, and every part thereof;

And the reversion, &c. AND all the estate right, title, interest, use, trust, property, claim, and demand whatsoever, both at law and in equity of them the said (*settler and wife*) and each or either of them, of, in, to, or out of the said premises, and every or any part or parcel thereof, TO HAVE AND TO HOLD the said messuage or tenement, lands, hereditaments, and all and singular other the premises hereby granted and released, or mentioned, or intended so to be, with their appurtenances, unto the said (*conuzor*) his heirs and assigns, to the uses, upon the trusts, and to and for the ends, intents, and purposes hereinafter mentioned, expressed, and declared of and concerning the same premises, (that is to say) TO THE USE of the said (*settler*)

Habendum.

for and during the term of his natural life, without impeachment of waste, and from and after his decease TO THE USE of the said (*wife*), for and during the term of her natural life; (1) and from and after the decease of the survivor of them the said (*settler and wife*) TO THE USE AND BEHOOF of the heirs of the body of the said (*wife*) by the said (*settler*), to be begotten; and in default of such issue TO THE USE of such person and persons, for such estate and estates, and upon such trusts, and charged and chargeable in such manner, and subject to, by, with and under such powers of revocation, and other powers, provisos, conditions, limitations, and agreements as she the said (*wife*), notwithstanding her coverture at any time or times, and from time to time during her life, by any deed or deeds, instrument or instruments in writing, to be sealed and delivered by her in the presence of, and attested by, two or more credible witnesses; or by her last will and testament in writing, or by any writing purporting to be her last will and testament, to be by her signed and sealed in the presence of, and attested by the like number of witnesses, shall direct, limit or appoint; and in default of, and until such direction, limitation, or appointment TO THE USE and behoof of the said (*termor*) his executors, administrators, and assigns, for and during the term of years from thence next ensuing and fully to be complete and ended, without impeachment of waste, upon the trusts, and to and for the the ends,

RE-SETTLEMENT.

Of a Reversion.

To husband and wife for their respective lives. Remainder to her heirs in special tail.

Remainder as she by deed or will shall appoint.

In default of appointment to a trustee for a term of years.

(1) The wife taking an estate-tail under these limitations will of course have power of committing waste, and therefore it is needless to give it her expressly.

RE-SETTLEMENT.

Of a Reversion.

Trusts of the term.

intents, and purposes, and subject to the provisos, declarations, and agreements hereinafter mentioned, expressed and declared, of and concerning the same term; and from, and immediately after the end, expiration, or other sooner determination of the said term of years, and in the mean time subject thereto, and to the trusts thereof, TO THE USE and behoof of (*a nephew of the wife*) his heirs and assigns for ever. AND AS TO, FOR, AND CONCERNING the said term of years of and in the hereditaments and premises hereby granted and released, or mentioned or intended so to be, it is hereby declared, that the same term is so limited to the said (*termor*) upon the several trusts, and to and for the several intents and purposes, and subject to the provisos and agreements hereinafter mentioned, expressed, and declared, of and concerning the same term, (that is to say) upon trust that he the said (*termor*) his executors, administrators or assigns, shall and do, from and after the decease of the survivor of them the said (*settler and wife*) and failure of issue of their bodies, by sale or mortgage of the premises hereby granted and released, and comprised in the said term of years, or of a competent part thereof, for all or any part of the said term, or by or out of the rents and profits of the said premises, or by all or any of the said ways and means, raise and levy the several sums, and pay and apply the same respectively in the manner hereinafter mentioned; that is to say, (to certain children when they should attain twenty-one years of age). PROVIDED that if any of the said children shall attain the age of twenty-one years before the decease of the survivor of the said (*settler and wife*) and

failure of issue of their bodies, that then the payment of the sum or sums of money hereby provided respectively, for such of them as shall so attain such age before such decease and failure of issue, shall be postponed until twelve months next after the decease of the survivor of them the said (*settler and wife*) and failure of issue of their bodies, and be then paid with interest from the decease of such survivor and failure of such issue, after the rate of four per cent. per annum; provided that the sum hereby intended for every such child respectively, shall, nevertheless, be considered as a transmissible interest in such child from the time of his or her attaining such age of twenty-one years respectively, and be accordingly paid to him or her, or to his or her executors or administrators respectively, at the time, and in the manner hereinbefore mentioned and provided in that behalf. AND UPON FURTHER TRUST, that he the said (*termor*) his executors, administrators, or assigns, shall and do, from and after the decease of the survivor of them the said (*settler and wife*) and failure of issue of their bodies in case (*a sister of the aforesaid nephew*) shall be then living, raise and levy, by and out of the rents and profits of the said premises, the yearly sum of _____ of like money, and pay the same unto the said (*niece*) for and during her natural life, or unto such person or persons as she shall from time to time, by writing under her hand, notwithstanding her present or any future coverture, direct or appoint, to the intent that the same yearly sum of _____ or any part thereof, may not be subject or liable to the controul, order, direction, debts, engagements, or incumbrances of her said present or any future husband, but, may be abso-

RE-SETTLEMENT.

Of a Reversion.

RE-SETTLEMENT.

Of a Reversion.

Proviso of cessation as to the term.

lutely at her own separate disposal as if she were sole and unmarried. And the receipt or receipts of the said (*niece*) or of such person or persons as she shall so direct or appoint, shall from time to time, notwithstanding her coverture, be a sufficient discharge to the person or persons who shall so pay the same, for so much thereof, for which such receipt or receipts shall be expressed to be given. AND shall and do, from and after the decease of the said (*niece*) by all or any of the ways and means hereinbefore mentioned and directed for raising the several sums of as aforesaid, raise and levy the further sum of of like lawful money, and pay the same unto all and every the child and children of the said (*niece*) who shall attain the age of twenty-one years, equally to be divided among them, if more than one, share and share alike, such share or shares to be paid to such child and children respectively, at his, her, or their age or respective ages of twenty-one years, if such age or ages shall not happen till after the decease of the said (*niece*) but the share or shares of such of them as shall attain that age in her life-time, to be paid to him, her, or them respectively, within twelve months after her decease, with interest from the time of her decease after the rate of per centum per annum. PROVIDED NEVERTHELESS, that if the said (*niece*) shall not be living at the time of the decease of the survivor of them the said (*settler and wife*) and failure of issue of their bodies, that then the payment of the share or shares of any of her children which shall attain the age of twenty-one years before the decease of the survivor of the said (*settler and wife*) and failure of issue of their bodies, shall be postponed until twelve months next

after the decease of such survivor and failure of issue, and be then paid with interest from the time of the decease of such survivor and failure of such issue, after the rate of per centum per annum. PROVIDED nevertheless, that the share of every child of the said (*nièce*) shall be considered as a transmissible interest in such child from the time of his or her attaining the age of twenty-one years, and be accordingly paid to him or her, or his or her executors and administrators, at the time and in the manner hereinbefore mentioned and appointed in that behalf. PROVIDED ALWAYS, and it is hereby declared, that when all and every sum and sums of money hereby directed and appointed to be raised by and under the trusts of the said term of years, shall have been raised and levied, or shall cease to become payable, and all and every the said trusts hereinbefore declared of and concerning the same term, shall be fully performed and satisfied, or shall be discharged, either by becoming unnecessary or incapable of being performed and satisfied; and the costs and charges of the trustee of the same term, in and about the execution and performance of the said trusts thereof, shall have been paid and satisfied, then and from thenceforth the said term of years, or so much thereof as shall not be disposed of under the trusts hereinbefore declared concerning the same term, shall cease, determine, and be absolutely void, but without prejudice to any sale, mortgage, or disposition, which shall have been made of all or any part of the said premises comprised in the same term of years, for all or any of the purposes hereinbefore mentioned, in pursuance of the trusts hereinbefore declared of and concerning the same term. AND the said

RE-SETTLEMENT.

Of a Reversion.

Proviso of cessation as to the term.

Covenant to levy a fine.

RE-SETTLE-
MENT.

Of a Reversion.

(*settler*) for himself, and the said (*wife*) and his and her heirs, executors, and administrators, **BOTH** hereby covenant, promise, and agree, to and with the said (*conuzee*) his heirs and assigns by these presents, That they the said (*settler and wife*) shall and will at the costs and charges in the law of the said (*settler*) as of Michaelmas Term nor last past, or before the end of Hilary Term now next ensuing, or of some other subsequent Term, acknowledge and levy, before his Majesty's Justices of the Court of Common Pleas at Westminster, one or more fine or fines *sur conuzance de droit come cco, &c.* whereupon proclamations shall and may be had and made according to the form of the statute in that case made and provided, and the usual course of fines in such cases used unto the said (*conuzee*) and his heirs, of all the said messuage or tenements, lands, hereditaments, and premises hereby granted and released, or mentioned or intended so to be with their appurtenances, by such apt and convenient names, quantities, qualities, numbers of acres, and other descriptions to comprise the same as shall be thought meet; which said fine or fines so as aforesaid, or in any other manner, or at any other time or times levied or to be levied and acknowledged, of the same messuage or tenement, lands, hereditaments, and premises, or any part thereof, by or between the said parties to these presents or any of them, or whereunto they or any of them are or shall be parties or privies, shall be and enure, and shall be adjudged, deemed, construed and taken, and so are and were meant and intended to be and enure, and are hereby declared by all the said parties to these presents to be and enure; and the conusee or conusees in the

said fine or fines named or to be named, and his and their heirs, shall stand and be seised of the said messuage or tenement, lands, hereditaments, and premises, and every part and parcel thereof, to such uses and upon such trusts, and to and for such ends, intents and purposes, and under and subject to such powers, provisoes, limitations, directions, and appointments, as are hereinbefore limited, expressed, and declared, of and concerning the same, and as shall at any time hereafter be directed, limited, or appointed concerning the same, in or by any such deed, instrument, will, or writing of the said (*wife*) as is hereinbefore mentioned; and to and for no other use, trust, intent or purpose whatsoever. PROVIDED ALWAYS, and it is hereby further declared and agreed by and between the said parties, that it shall and may be lawful to and for the said (*settler*) from time to time during his life; (2) and also to and for the said (*wife*) after his decease, if she shall happen to survive him, by indenture or indentures under his or her respective hand and seal, to grant and lease all or any part or parts of the hereditaments and premises hereby granted and released, or mentioned or intended so to be, with their appurtenances, to any person or persons, for one, two, or three life or lives, or for any term or number of years determinable upon one, two, or three life or lives, or for any term or number of years absolute, not exceeding twenty-one years, to commence in possession and not in reversion, reserving upon every such lease so to be made dur-

RE-SETTLEMENT.

Of a Reversion.

Power of leasing.

(2) The wife would, by virtue of her estate tail, have power to grant leases after her husband's death within the statute; yet such leases would not bind the remainder-man, but only the issue; therefore it is right to extend the leasing power to her.

RE-SETTLEMENT.

Of a Reversion.

Usual indemnifications.

ing the continuance of the same respectively, the best yearly rent that can at the time of making thereof be reasonably got for the same, without taking any fine or income, and so as the lessee or lessees under any such lease or leases be not made punishable of waste, and so as in every such lease there be contained a clause of re-entry for non-payment of the rent by such lease reserved, and so as the lessee and lessees under every such lease and leases, execute counterpart or counterparts thereof. PROVIDED ALWAYS, and it is hereby further declared and agreed by and between the said parties, that the said (*termor*) his executors or administrators shall not be charged or chargeable with, or accountable for any more money or monies than he or they shall actually receive or shall come to his or their hands, by virtue of the trusts of the said term of years, nor with or for any loss which shall happen of the money or monies to be raised or received by him or them by virtue of the said trusts, so as such loss happen without his or their wilful default or defaults. AND ALSO, that it shall and may be lawful for him the said (*termor*) his executors and administrators in the first place, by and out of the said trust estate and premises, to deduct and reimburse him and themselves all such loss, costs, charges, damages and expences, as he or they shall sustain, expend, or be put unto, for or by reason of the trusts hereby in him and them reposed, or in the management or execution thereof, or any other thing in any wise relating thereto. IN WITNESS, &c.

RELEASE AND SURRENDER.

ASSIGN-
MENT, &c.

Of an Annuity
and Term.

No. XXIV.

*Release (by Indorsement) of an Annuity, and
Surrender of the Term to merge.*

WHEREAS since the date and execution of the within written indenture, judgment hath been entered up in His Majesty's Court of Common Pleas at Westminster, in Term, in the year of the reign of his present Majesty, upon or by virtue of the within mentioned warrant of attorney, as and by way of a further security for the due and punctual payment of the within mentioned annuity, yearly rent charge, or sum of . AND WHEREAS the within mentioned annuity, or yearly rent charge of , and all arrears thereof, up to the day of the date of these presents, hath or have been fully paid and satisfied, as he the said (*grantee*) doth hereby acknowledge and admit. AND WHEREAS the said (*grantor*) hath contracted and agreed with the said (*grantee*) for the re-purchase of the said within mentioned annuity or yearly rent charge of , granted and secured by the within written indenture to the said (*grantee*) his executors, administrators, and assigns, &c. for and during the natural life of the said (*grantor*) at or for the price or sum of . NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of , to the said (*grantee*) in hand well and truly paid by the said (*grantor*) at or before the sealing and delivery of these presents, the receipt, &c. He the said (*grantee*) HATH remised, released, and

ASSIGN-
MENT, &c.

Of an Annuity
and Term.

forever quitted claim and discharged, and by these presents **Doth** remise, release, and for ever quit claim unto the said (*grantor*) his heirs, executors, administrators, and assigns, and also the within mentioned rectory, &c. and premises, and every part and parcel thereof, of and from the said within mentioned annuity, or clear yearly rent charge, or annual sum of and every part thereof; and also of and from all action and actions, suit and suits, and also all other claims and demands whatsoever, for or by reason or on account of the said within mentioned annuity, yearly rent charge or sum of ., or any arrears thereof, or any part thereof, or in anywise relative thereto. And the said (*grantee*) for himself, his heirs, executors, and administrators, doth covenant, promise, and agree with and to the said (*grantor*) his heirs, executors, administrators, and assigns, that he the said (*grantee*) shall and will forthwith acknowledge, or cause satisfaction to be acknowledged on the record of the said judgment so entered in his Majesty's Court of Common Pleas, under and by virtue of the said within mentioned warrant of attorney as aforesaid. AND THIS INDENTURE FURTHER WITNESSETH, that in pursuance of the said agreement in this behalf, and for the considerations hereinbefore expressed, and also for and in consideration of the sum of five shillings of, &c. at the same time to the said (*trustee of a term*) in hand well and truly paid by the said (*grantor*) the receipt whereof is hereby acknowledged, He the said (*grantee*) at the request and by the direction and appointment as well of the said (*trustee*) as also of the said (*grantor*), testified by their

being parties to and sealing and delivery of these presents, **HATH** surrendered and yielded up, and by these presents **DOTH** surrender and yield up unto the said (*grantor*) his heirs and assigns, **ALL THOSE** the within mentioned rectory, &c. and premises; together with all and every the rights, members, and appurtenances thereunto belonging or appertaining; and also all the estate right, title, interest, term of years now to come and unexpired, use, trust, property, claim, and demand whatsoever, both at law and in equity of him the said (*grantee*) of, in, to, or out of the said rectory, &c. and premises hereby surrendered and yielded up, or expressed and intended so to be, and every or any part thereof under or by virtue of the within written indenture, or otherwise howsoever, **TO HAVE AND TO HOLD** the said rectory, &c. and premises hereby surrendered, &c. and every part and parcel thereof, with the appurtenances, unto the said (*grantor*) his heirs and assigns, from henceforth for and during all the rest, residue, and remainder now to come and unexpired of the said within mentioned term of years therein, freed and absolutely discharged of and from the trusts, intents, and purposes in and by the within indenture expressed and declared of and concerning the same, to the end and intent that the same term of years, or the now residue thereof, may be and become merged and extinguished in the immediate freehold, reversion, and inheritance of him the said (*grantor*) of and in the said hereditaments and premises. **AND** the said (*trustee*) for himself, his heirs, executors, and administrators, doth hereby covenant and declare to and with the said (*grantor*) his

ASSIGN-
MENT, &c.

Of an Annuity
and Term.

ASSIGN-
MENT, &c.

*Of an Annuity
and Term.*

heirs and assigns, that he the said (*trustee*) hath not at any time heretofore made, done, executed, or committed any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the said rectory, &c. and premises hereinbefore surrendered and yielded up, or expressed and intended so to be, or any of them, or any part or parcel thereof, or the now residue of the said term of 99 years, are, is, can, shall, or may be impeached, charged, incumbered, surrendered, forfeited, avoided, or in any wise affected in title, charge, estate, or otherwise howsoever. IN WITNESS, &c.

ASSIGN-
MENT.

Of a Term.

ASSIGNMENT.

No. XXV.

Assignment of a Term to attend the Inheritance by an Executrix and her Husband indorsed on a Deed to which her Co-Executor had been made an assigning Party, but who had refused to execute, and still declined so to do.

TO ALL WHOM these presents shall come unto and concern, the within named J. W. and C. his wife, two of the parties to the within written indenture, and likewise the within named O. L. clerk, one other of the parties of the within written indenture, send greeting. WHEREAS the said C. W. who was one of the daughters of the within named W. W. and one of the persons who were named and appointed in and by his last will, which bears date, &c. to be one of the executors of the said will, did, before her intermarriage with the said J. W. that is to say, on or about, &c. by her then name of C. W. alone prove the said will of the said W. W. in the Court of Prebendal Jurisdiction of A. in the county of B. and did thereupon take upon herself the execution of the said will. AND WHEREAS the within named J. T. was named and appointed in and by the said will of the said W. W. to be one of the executors of the said will, and was made one of the parties to the within written indenture as one of the said executors of the said W. W. in order and for the purpose that the said J. T. should, together with the said C. the wife of the said J. W. she being the other executor of the said W. W., and with the privity of the said J. W.

Recites probate
of will.That the exe-
cutors were
made parties to
the within as-
signment.

**ASSIGN-
MENT.***Of a Term.*

But that one
refused to act
after the other
had executed
the same.

That doubts
had arisen for
want of the
other signature,
to recover
which this pre-
sent indorse-
ment was made.

join and concur in assigning and transferring the several messuages, lands, and hereditaments within mentioned and described, unto the within named, &c. their executors, &c. for the residue of the within mentioned term of years, IN TRUST in the manner within mentioned. AND WHEREAS after the preparing and engrossing the within written indenture, and after the execution thereof by the said J. W. and C. his wife, and by some other of the parties thereunto, application was made to the within named J. T. being so named in and by the said last will and testament of the said testator W. W. as one of his the said testator's executors, to seal and deliver the said within written indenture as his act and deed; but the said J. T. alledging that he never had proved the said will of the said W. W. nor had ever acted in the said executorship, He the said J. T. was not compellable to seal and deliver or otherwise to execute the same; and the said J. T. did thereupon absolutely refuse to seal, deliver, or execute the said within written indenture, and he doth still decline the same. AND WHEREAS by reason that the said within written indenture was only sealed and delivered by the said J. W. and C. his wife, and that the same was not sealed and delivered by the said J. T. as his act and deed, a doubt hath arisen whether any more than a moiety of the said several messuages, &c. mentioned in the said within written indenture to be by the said J. T. J. W. and C. his wife, at such request and by such direction as therein is expressed, thereby assigned, transferred, and set over unto the within named, &c. their executors, &c. for the residue of the term of years in the within written indenture mentioned then to come and unex-

* pired, did actually pass by the same indenture, in order to obviate such doubt, it hath been devised and proposed that inasmuch as the said C. the wife of the said J. W. is now in truth the only acting executor of the said testator W. W. named in his will; and as it is apprehended that by the laws of this realm one executor alone, if he is an acting executor, hath sufficient power and authority to sell, assign, transfer, or dispose of all or any part of the goods or chattels, real or personal, of his testator, she the said C. the wife of the said J. W. as she is the only executor named in the last will and testament of the said W. W. who hath proved his will and hath acted in the said executorship shall, together with the said J. W. her husband, be prayed and requested by the said O. L. to execute some deed or instrument in writing whereby to bargain, sell, assign, transfer, make over, ratify, and confirm the aforesaid several messuages, &c. and the whole entirety thereof, unto the said, &c. their executors, &c. for the residue and remainder to come and unexpired of the said term of years, in trust as in the within written indenture is mentioned, and she the said C. with the concurrence of the said J. W. her husband, in consenting thereunto. • Now
KNOW YE that to the end that the said several messuages, tenements, lands, and hereditaments in the within written indenture mentioned and described, may the more effectually and absolutely become vested in the said, &c. their executors, &c. for the residue and remainder now to come and unexpired of the said term of years, IN TRUST as in the said within written indenture is

ASSIGN-
MENT.

Of a Term.

By which the
executrix as-
signed.

ASSIGN-
MENT.

Of a Term.

and joins with
her husband in
ratifying,

the premises.

mentioned ; and for and in consideration of the sum of five shillings of, &c. to the said J. W. and C. his wife in hand paid by the said, &c. at or before, &c. the receipt, &c. she the said C. the wife of the said J. W. as the only executor of the said W. W. with the consent and concurrence of the said J. W. her husband, testified by his sealing and delivering this present writing or instrument, HATH bargained, sold, assigned, transferred, and set over ; and she the said C. W. as also the said J. W. her husband, (he the said J. W. joining hercin for conformity) at the request and by the direction and appointment of the said O. L. testified by his sealing, &c. Do, and each of them Doth, by these presents, bargain, sell, assign, transfer, and set over, ratify and confirm unto the said, &c. their executors, administrators, and assigns, ALL and singular the several messuages, lands, and hereditaments whatsoever in the within written indenture mentioned to have been assigned, or intended to have been assigned unto the said, &c. for the residue of the within mentioned term of years, with their and every of their appurtenances ; and all the estate right, title, interest, term of years yet to come and unexpired, property, claim, and demand whatsoever both at law and equity of the said C. W. the wife of the said W. W. as she the said C. W. is the only acting executor named in the last will and testament of the said W. W. who hath proved his will ; and also all the estate and interest of the said J. W. of, in, to, or out of the said several messuages, tenements, lands, and hereditaments, and every part and parcel thereof,

TO HAVE AND TO HOLD the said several messuages, ASSIGN-
MENT.
 tenements, lands, hereditaments, and premises
 hereby bargained, sold, assigned, ratified, and Of a Term.
 confirmed, or mentioned or intended so to be, ~~and~~ To hold for the
residue of a
term;
 every part and parcel thereof, with their and
 every of their appurtenances, unto the said, &c.
 their executors, administrators, and assigns, from
 henceforth for and during all the rest, residue and
 remainder of the said term of years yet to
 come and unexpired. **IN TRUST NEVERTHELESS** In trust to at-
tend the inhe-
ritance.
 for the within named, &c. to the intent and pur-
 pose that the now residue and remainder of the
 said term of years, may from henceforth
 attend and wait upon the freehold and inheritance
 of the said premises, (which are to be vested in
 them the said, &c. their heirs and assigns, in
 trust as therein is expressed) in order to protect
 the same premises from and against all mesne
 charges and incumbrances, if any such there shall
 appear to be. **AND** the said J. W. for himself, Covenant
against incum-
brances.
 his heirs, executors, and administrators, and for
 the said C. his wife, doth covenant, promise, and
 agree to and with the said, &c. their executors,
 administrators, and assigns, by these presents,
 they they the said J. W. and C. his wife, or either
 of them, have not nor hath at any time heretofore
 made, done, committed, or executed, or willingly
 or willingly permitted or suffered to be done, any
 act, matter, cause, or thing whatsoever, other
 than by their executing the within written inden-
 ture, whereby or wherewith, or by reason or means
 whereof the said premises hereby ratified and
 confirmed, and bargained, sold, and assigned, or
 mentioned or intended so to be, or any part or

ASSIGN-
MENT.

Of a Term.

parcel thereof, or the now residue and remainder of the said term of years, are, is, can, or shall be impeached, surrendered, charged, or incumbered in title, estate, or otherwise howsoever. IN WITNESS, &c. (3)

(3) See a very elaborate opinion as to this matter in the printed Cases and Opinions, Vol. I. page 401, published by Clarke and Sons.

MORTGAGE.

MORTGAGE.

By Demise.

No. XXVI.

Mortgage by Demise to a Trustee for securing certain Expences he had sustained under a Deed of Trust, in consideration of his discharging the Property in general from his Demand, the Trusts having been performed or become unnecessary.

THIS INDENTURE, made, &c. BETWEEN (*mort-* Parties,
gagor) of the one part, and (*mortgagee*) of the
 other part. WHEREAS by indentures of lease Recites deed of trust.
 and release, bearing date respectively the
 and days of , the release
 being made or expressed to be made between the
 said (*mortgagor*) of the one part, and the said
 (*mortgagee*) of the other part, the manor or
 lordship, or reputed manor or lordship of, &c.
 and certain other hereditaments in the said inden-
 ture mentioned and described, and whereof the
 said (*mortgagor*) was entitled to the fee-simple,
 subject to certain incumbrances, were for the con-
 siderations in the said indenture of release ex-
 pressed, conveyed, or otherwise assured, or in-
 tended so to be, unto and to the use of the said
 (*mortgagee*) his heirs and assigns, upon and for
 the several trusts, or otherwise to such use and
 uses as in and by the said indenture of release is
 or are limited, expressed, or declared of and con-
 cerning the same. AND WHEREAS the said (*mort-*
gagee) hath incurred and sustained divers costs Under which mortgagee has sustained expences.
 and expences in the execution of the trusts ex-
 pressed and declared by or in the said indenture

MORTGAGE.*By Demise.*

for which he has
agreed to take a
mortgage on a
specific estate,
and to dis-
charge the
trust property.

Consideration.

of release, the amount of which have not as yet been ascertained, which trusts have been performed or rendered unnecessary. **AND WHEREAS** the said (*mortgagor*) hath applied to and requested the said (*mortgagee*) to convey, or join with him the said (*mortgagor*) in conveying the aforesaid hereditaments to such person or persons, and to or for such uses and estates as he the said (*mortgagor*) shall or may direct or appoint, which the said (*mortgagee*) hath agreed to do upon the said (*mortgagor*) conveying or demising by way of mortgage, unto him the said (*mortgagee*), the manor and hereditaments hereinafter mentioned or described for securing the amount of such costs and expences, with interest for the same, in the manner hereinafter mentioned. **NOW THEREFORE THIS INDENTURE WITNESSETH**, that in pursuance of the said agreement, and of the monies due and owing to the said (*mortgagee*) on account of the aforesaid trusts, and for and in consideration of the sum of five shillings of lawful money of the united kingdom, &c. by the said (*mortgagee*) to the said (*mortgagor*) paid upon or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, **HE** the said (*mortgagor*) **HATH** granted, bargained, sold, and demised, and by these presents **DOTH** grant, bargain, sell, and demise unto the said (*mortgagee*) his executors, administrators, and assigns, **ALL**, &c. and which said manor, messuages, lands, tenements, and hereditaments are comprised in and were conveyed or assured, or were intended to be comprised in, conveyed, or assured by certain indentures of lease and release, bearing date respectively the and days of , and made or expressed to be made between the

said (*mortgagor*) of the one part, and (*a prior mortgagee*) of the other part, unto and to the use of the said (*prior mortgagee*) his heirs and assigns, for securing to the said (*mortgagee*) his executors, administrators, or assigns, the transfer by the said (*mortgagor*) his heirs, executors, or administrators, of the sum of three per cent. consolidated reduced bank annuities, on a day therein mentioned, and long since past, with dividends, as in the same indenture of release is expressed; AND all other the manors, messuages, lands, tenements, and hereditaments of him the said (*mortgagor*) conveyed or expressed, and intended to be conveyed by the said (*mortgagor*) to the said (*prior mortgagee*) by way of mortgage in fee as aforesaid. AND the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of all and singular the said hereditaments; and also all the estate right, title, interest, inheritance, use, trust, property, equity, and benefit of redemption, possibility, claim, and demand whatsoever of him the said (*mortgagor*) of, in, to, out of, or upon the same hereditaments, and every part thereof: **TO HAVE AND TO HOLD** the said manor or lordship, messuages, lands, tenements, and hereditaments expressed, and intended to be hereby granted and demised, with their and every of their appurtenances, unto the said (*mortgagee*) his executors, administrators, and assigns, from the day next before the day of the date of these presents, for and during and unto the full end and term of years from thence next ensuing, and fully to be complete and ended without impeachment of or for any manner of waste; **SUBJECT** nevertheless to the said mortgage to the said (*prior mortga-*

MORTGAGE.*By Demise.**Hobden's for a term of years.**Subject to a former mortgage.*

MORTGAGE.*By Demise.**Proviso for redemption.*

gee) which is still subsisting or unsatisfied, and to the stock and dividends thereby to him secured. PROVIDED ALWAYS nevertheless, and these presents are upon this express condition, and it is hereby agreed and declared between and by the said parties to these presents, that if the said (*mortgagor*) his heirs, executors, administrators, or assigns, shall and do well and truly pay or cause to be paid to the said (*mortgagee*) his executors, administrators, or assigns, the amount of the costs and expences which the said (*mortgagee*) hath incurred and sustained in the execution of the trusts hereinbefore mentioned on the day of next ensuing the date of these presents, together with lawful interest for the same, in the mean time to be computed from the day next before the day of the date of these presents; without any deduction, defalcation, or abatement out of the same, or any part thereof, for or by reason, or in respect of any taxes, charges, rates, assessments, payments, or impositions, taxed, charged, assessed, or imposed, or to be taxed, charged, assessed, or imposed on the said manor, messuages, lands, tenements, hereditaments and premises hereby granted and demised, or expressed or intended so to be, or on the tenants or occupiers thereof, or upon the said costs and expences, or the interest thereof, or any part thereof respectively, or upon the said (*mortgagee*) his executors, administrators, and assigns, or any other person or persons whomsoever, for, upon account, or in respect of the same monies and premises, by any present or future act of parliament; or for or by reason, or in respect of any other matter, cause, or thing whatsoever; then, from,

and immediately after such payment shall be made as aforesaid, the said term of *7* years shall cease, determine, and 'be absolutely null and void to all intents and purposes whatsoever.

MORTGAGE.

By Demise.

AND the said (*mortgagor*) for himself, his heirs, executors and administrators, doth covenant, promise, and agree, to and with the said (*mortgagor*) his heirs, executors, administrators, and assigns, by these presents in manner following, that is to say, that he the said (*mortgagor*) his executors or administrators or some of them, shall and will well and truly pay, or cause to be paid unto the said (*mortgagor*) his executors, administrators or assigns, the amount of the costs and expences which the said (*mortgagor*) hath incurred and sustained in the execution of the trusts before mentioned, with lawful interest for the same, at the time hereinbefore limited or expressed for payment thereof, without any deduction, defalcation, or abatement, for or in any respect whatsoever, according to the purport and effect of the aforesaid proviso for redemption of the premises, and the true intent and meaning of these presents. AND ALSO, that he the said (*mortgagor*) now at the time of the sealing and delivery of these presents, hath in himself good right, full power, and lawful and absolute authority to grant, bargain, sell, and demise the said manor, messuages, lands, tenements, hereditaments, and premises hereby granted and demised, or expressed, and intended so to be unto the said (*mortgagor*) his executors, administrators, and assigns, in manner and subject as aforesaid, and according to the true intent and meaning of these presents.

Covenant to pay the money.

That mortgagor has power to grant, &c.

AND ALSO, that when and so often as, and from

The mortgagee shall quietly

MORTGAGE.*By Demise.*enjoy in default
of payment.Free from all
other incum-
brances.

time to time after any default shall be made in payment of the aforesaid costs, and expences, and interest, or any part thereof, to the said (*mortgagee*) his executors, administrators, or assigns, contrary to the proviso and covenant hereinbefore contained, for payment of the same, and the true intent and meaning of these presents, it shall and may be lawful to and for the said (*mortgagee*) his executors, administrators, and assigns, into and upon all and every the said manor and hereditaments, or any of them, or any part thereof, to enter, and the same from thenceforth peaceably and quietly to have, hold, use, occupy, possess, and enjoy, and to receive and take the rents, issues, and profits thereof, to and for his and their own use, without any lett, suit, trouble, eviction, ejection, molestation, interruption, or disturbance whatsoever, of, from, or by the said (*mortgagor*) his heirs, executors, administrators, or assigns, or any other person or persons whomsoever, except the person or persons rightfully claiming or to claim under or by virtue of the said mortgage to the said (*prior mortgagee*) but to no other incumbrance whatsoever. AND THAT free and clear, and freely and clearly, and absolutely acquitted, exonerated and discharged, or otherwise, by the said (*mortgagor*) his heirs, executors, or administrators, well and sufficiently saved, protected, kept harmless and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, right and title of dowers, uses, trusts, powers, provisoes, conditions, limitations, wills, intails, annuities, rent charges, rent seck, and arrears of rent, fines, issues, amer-

ciaments, statutes, recognizances, judgments, executions, extents, seizures, sequestrations, and all other acts, estates, titles, troubles, charges, liens, burthens, and incumbrances whatsoever, had, made, done, acknowledged, raised, created, suffered, obtained or executed, by or against the said (*mortgagor*) his heirs or assigns, or any other person or persons whomsoever, other than and except the incumbrance hereinbefore particularly excepted. AND MOREOVER, that he the said (*mortgagor*) his heirs, executors, administrators, and assigns, and all and every other person and persons whomsoever, having, or lawfully or equitably claiming, or who shall or may have, or lawfully or equitably claim any estate right, title or interest, of, in, or to the said manor, messuage, lands, tenements, hereditaments, and premises hereby granted and demised, or expressed and intended so to be, or any of them, or any part thereof, other than and except the person or persons rightfully claiming or to claim under or by virtue of the incumbrance hereinbefore excepted as aforesaid, shall and will, from time to time and at all times after default of payment of the said costs and expences, and interest or any part thereof, respectively, upon request and at the costs and expences of the said (*mortgagee*) his executors, administrators, or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, deeds, devises, conveyances and assurances in the law whatsoever, not only for confirming and making absolute the said term of years, and for further assuring the said manor, messuages, lands, tenements, heredita-

MORTGAGE.

By Demise.

Except the incumbrance aforesaid.
For further assurance discharged of redemption in case of default in payment.

MORTGAGE.*By Demise.*

ments and premises hereby granted and demised, or expressed or intended so to be, unto the said (*mortgagee*) his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term, freed and absolutely discharged of and from the proviso hereinbefore contained for redemption of the said premises, and of all power and equity of redemption of, in, and to the same ; but also for granting, conveying, or assuring the reversion, fee simple, and inheritance thereof to the said (*mortgagee*) his heirs and assigns, or to such other person or persons as he or they shall direct or appoint, subject only to the said excepted incumbrance, if the same shall be then subsisting or unsatisfied, as by the said (*mortgagee*) his heirs, executors, administrators or assigns, or his or their counsel in the law shall be reasonably devised or advised and required. PROVIDED ALWAYS, and it is hereby agreed and declared between and by the said (*mortgagee*) and (*mortgagor*) and the true intent and meaning of them and of these presents further is, that it shall and may be lawful to and for the said (*mortgagor*) his heirs, executors, administrators, and assigns, peaceably and quietly to have, hold, occupy, possess, and enjoy the said manor, messuages, lands, tenements, hereditaments, and premises hereby granted and demised, or expressed or intended so to be, with the appurtenances, and to receive and take the rents, issues, and profits thereof, and of every part thereof, to his and their own use and benefit, until default shall be made in payment of the said costs and expences, and interest of the said (*mortgagee*) or some part thereof, contrary to the purport of

That mortgagee shall quietly enjoy until default.

the proviso and covenant hereinbefore contained, **MORTGAGE.**
for payment of the same, and the true intent and
meaning of these presents, without any lett, suit, By Demise.
trouble, interruption or disturbance whatsoever,
of, from, or by the said (*mortgagee*) his execu-
tors, administrators, and assigns, or any other
person or persons whomsoever, lawfully claiming
or to claim by, from, or under him, them, or any
of them; and without any account to be made
or given, of or concerning the same, to the said
(*mortgagee*) his executors, administrators, or
assigns. IN WITNESS, &c.

LEASE AND
RELEASE.

LEASE AND RELEASE.

Upon Trust to
Sell, &c.

No. XXVII.

*A very special and useful Precedent of Convey-
ance from Co-Heiresses and their Husbands by
Lease and Release and Fine.*

Parties.

THIS INDENTURE made, &c. BETWEEN *John Doe*, and *Hannah his wife*, *Richard Roe*, and *Ann his wife*, and *William Denn* and *Mary his wife*, (which said *Hannah Doe*, *Ann Roe*, and *Mary Denn*, are the three only daughters and coheiresses of *John Fenn*, late of, &c. deceased intestate; and also the only daughters and coheiresses of *Hannah* the wife of the said *John Fenn*, who survived her said husband, and which said *Hannah Fenn* was one of the two sisters and coheiresses at law of *Ellen Goodright*, late of, &c. deceased intestate) and (*three trustees*) of the other part. WHEREAS, by a certain indenture bearing date on or about the day of , and made or expressed to be made between the said (*John Fenn and Hannah his wife*) of the one part, and (*a mortgagee*) of the other part; and by a certain other indenture of three parts bearing even date with the said last mentioned indenture, and made or expressed to be made between the said (*John Fenn and Hannah his wife*) of the first part; (and his wife) of the second part; and the said (*mortgagee*) of the third part; and by force and virtue of a certain fine *sur conu-
sance de droit come ceo*, &c. levied in pursuance of certain covenants contained in the said several

Creates a
mortgage by
deemance.

indentures for that purpose, the messuage or tenements, closes, pightles, or pieces of arable land, meadow and pasture ground hereinafter described, and mentioned to be situate at

LEASE AND
RELEASE.

Upon Trust to
Sell, &c.

in the county of _____, were limited, conveyed, assured, and confirmed to the use of the said (*mortgagee*) his executors, administrators, and assigns, for the term of _____ years, by way of mortgage for securing the payment of the sum of _____ and interest after the rate of _____ per centum

per annum, at such time and in such manner as in the said first mentioned indenture is expressed. And from and after the determination of the said term and subject thereto, to the use of the said (*John Fenn*) his heirs and assigns for ever. AND WHEREAS the said (*John Fenn*) sometime since departed this life intestate, leaving the said (*Hannah Doe, Ann Roe, and Mary Denn*) his three only children him surviving, who thereupon became entitled to the said messuage or tenement, lands and hereditaments at _____ aforesaid, as tenants in coparcenary, subject to the said mortgage.

The death of
the mortgagee
intestate.

AND WHEREAS the said term of _____ years, and the principal and interest monies thereby secured, hath now become vested in _____ (1) AND WHEREAS (*William Stiles*) father of the said (*Hannah Fenn*) and likewise of the aforesaid (*Ellen Goodright*) and of (*Ann Noakes*) widow, hereinafter named, DID (in and by his last will and testament executed and attested as the law requires, for passing real estates, and bearing date on or about the _____ day of

And that the
term has be-
come vested in
the representa-
tives of mort-
gagee also de-
ceased.

The will of the
grandfather,
ex parte mat-
rimony of the co-
tenants.

(1) Here may be shewn shortly how he claims under (*mortgagee*) whether as assignee, representative, or otherwise.

LEASE AND
RELEASE.Upon Trust to
Sell, &c.His death,
leaving his de-
visee him sur-
viving.Said daughter's
death intestate,
leaving two sis-
ters her surviv-
ing, one of
whom was the
mother of the
coheirresses.Death of the
mother of co-
heirresses inte-
state.That the co-
heirresses and
husbands are
disposed to sell.

give and devise unto his daughter (*Ellen*) meaning the said (*Ellen Goodright*) deceased, and to her heirs and assigns after the decease or second marriage of his then wife (*Ann*) who has long since departed this life, his barns, outhouses, and lands, with the appurtenances thereto belonging, lying, and being in the parish of in the county of . AND WHEREAS the said testator afterwards departed this life without altering or revoking his said will, leaving the said (*Ellen Goodright*) him surviving. AND WHEREAS the said (*Ellen Goodright*) departed this life intestate and without issue some time in or about the month of , leaving the said (*Hannah Fenn*) and (*Ann Noakes*) the then only surviving children of her father the said (*William Stiles*) her sisters and coheirresses at law, who thereupon became entitled to the premises which were devised to the said (*Ellen Goodright*) as aforesaid, in equal moieties as tenants in coparcenary. AND WHEREAS the said (*Hannah Fenn*) some time since departed this life intestate (as to the moiety of the said estate which descended to her on the decease of the said (*Ellen Goodright*) leaving the said (*Hannah Doe, Ann Roe, and Mary Denn*) her three only children and coheirresses at law. AND WHEREAS the said (*William Doe, and Hannah his wife, Abel Roe, and Ann his wife, and Joseph Denn, and Mary his wife*) being desirous of disposing of the said messuage or tenement, lands and hereditaments at and the said moiety of the said barn, lands, and hereditaments at aforesaid, to the best advantage, have determined and agreed to convey the same respectively to trustees and their heirs,

in manner, and upon the trusts, and for the intents and purposes hereinafter mentioned. ¶ Now THIS INDENTURE WITNESSETH, that in consideration of the premises, and in pursuance of the said agreement, and also in consideration of the sum of ten shillings of lawful money of, &c. by the said (*trustees*) in hand well and truly paid to each of them the said (*co-heiresses and their husbands*) upon or before the execution of these presents, the receipt whereof is hereby acknowledged, THEY the said (*co-heiresses and their husbands*) HAVE, and each of them HATH, (according to his, her, and their respective estates and interests) granted, bargained, sold, aliened, released, and confirmed, and by these presents Do, and each and every of them DOTH, (in manner aforesaid) grant, bargain, sell, alien, release, and confirm unto the said (*trustees*) (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said (*coheirsses and their husbands*) in consideration of 5s. by indenture, bearing date the day next before the day of the date of these presents for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and to their heirs and assigns, ALL, &c. (*Parcels, being the entirety of an estate*) TOGETHER with all houses, out-houses, edifices and buildings, barns, stables, backsides, orchards, gardens, lands, meadows, pastures, feedings, trees, woods, underwoods, commons, common of pasture, ways, paths, passages, waters, water-courses, easements, privileges, profits, commodities, hereditaments,

LEASE AND
RELEASE.Upon Trust to
Sell, &c.

Consideration.

Conveyance.

Bargain and
sale for a year

LEASE AND
RELEASE.

*Upon Trust to
Sell, &c.*

*Other parcels,
being a moiety.*

and appurtenances whatsoever to the said premises, or any of them, belonging, or in any wise appertaining, or therewith used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as, or to be part, parcel, or member of the same. AND ALSO all that undivided moiety or equal half part, the whole into two equal parts to be divided of and in ALL that, &c. AND ALSO of and in all edifices, buildings, yards, backsides, lands, meadows, pastures, feedings, trees, woods, underwoods, commons, common of pasture, ways, paths, passages, waters, water-courses, easements, privileges, profits, commodities, hereditaments, and appurtenances whatsoever to the said barns, lands, and premises last hereinbefore mentioned and described, belonging, or in any wise appertaining, or therewith held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as, or to be part, parcel, or member of the same, or any of them; AND the reversion or reversions, remainder and remainders, yearly and other rents, issues, and profits, as well of the said messuage or tenement, lands and hereditaments first hereinbefore mentioned and described, as of the said moiety of the aforesaid barns, lands, and hereditaments last hereinbefore described, and of every part and parcel of the same respectively; and all the estate right, title, interest, use, trust, possession, property, claim, and demand whatsoever, both at law and in equity of them the said (*co-heiresses and husbands*) respectively, of, in, to, or out of the same messuage or tenement, lands and hereditaments, and the said moiety of the said other hereditaments respectively, and every or any part or parcel of the same respec-

tively ; Together with all deeds, evidences, and writings relating to or concerning the hereditaments expressed to be hereby granted and released, or any of them, or any part of them, now in the custody or power of them the said (*co-heiresses and husbands*) or any or either of them, or which they or any or either of them can or may come by without suit at law or in equity, To HAVE AND TO HOLD the said messuage or tenement, lands and hereditaments first hereinbefore described, and the said moiety or undivided half part of the said barn, lands and hereditaments last hereinbefore described, and all and singular other the premises hereinbefore expressed to be hereby granted and released, with their and every of their appurtenances, unto the said (*trustees*) their heirs and assigns, To THE ONLY USE AND BEHOOF of the said (*trustees*) their heirs and assigns for ever ; But nevertheless upon the several trusts, and for the several intents and purposes hereinafter mentioned, expressed and declared of and concerning the same ; and subject as to the said messuage or tenement, lands and hereditaments at aforesaid, to the said mortgage originally made to the said (*mortgagee*) and now vested in the representatives of the said (*mortgagee*) as aforesaid, and to a certain annual payment or yearly rent charge of , payable out of the said last mentioned premises, for the use of the poor of the parishes of , under and by virtue of the last will and testament of ; and also to the rents, customs, and services from henceforth to grow due and payable to the chief lord of the fee or respective fees, of which the said premises or any part thereof are held, in respect

LEASE AND
RELEASE.*Upon Trust to
Sell, &c.*

Grant of deeds.

Habeendum.

To the use of
trustees.Subject to the
mortgage.and to a rent
charge.

LEASE AND
RELEASE.Up n Trust to
Sell, &c.Covenant from
the husbands
that the co-
heirresses shall
levy a fine.

of the tenure of the same. AND THIS INDENTURE FURTHER WITNESSETH, that for the better and more effectually conveying, limiting, and assuring the said messuage or tenement, lands and hereditaments at aforesaid, and the said moiety or undivided half part of the said barn, lands and hereditaments in aforesaid unto and to the use of the said (*trustees*) and their heirs, in manner aforesaid, and upon the trusts hereinafter mentioned ; AND the said (*John Doe*) for himself, and for the said (*Hannah*) his wife, and for his and her heirs, executors, and administrators ; and the said (*Richard Roe*) for himself, and the said (*Ann*) his wife, and for his and her heirs, executors, and administrators ; and the said (*William Dcm*) for himself, and for the said (*Mary*) his wife, and for his and her heirs, executors, and administrators, do hereby severally and respectively, in manner aforesaid; covenant, promise, grant, and agree to and with the said (*trustees*) their heirs and assigns, that they the said (*co-heiresses and their husbands*) shall and will, either alone or together with other parties or parcels, as of this present term or term next, or some other subsequent term, at the proper costs and charges of them the said (*husbands*), or of some or one of them, acknowledge and levy before his Majesty's Justices of the Court of Common Pleas at Westminster, unto the said (*trustees*) and their heirs, or to them and the heirs of one of them, one or more fine or fines, *sur connissance de droit come ceo*, &c. with proclamations to be thereupon had according to the usual course of such fines, and the form of the statute in that

case made and provided, of and concerning the said messuage or tenement, lands, hereditaments, and premises hereinbefore described to be situate at

LEASE AND
RELEASE.

*Upon Trust to
Sell, &c.*

aforesaid, with the appurtenances, and likewise of and concerning the said moiety or undivided half part of the said barn, lands, and hereditaments hereinbefore described to be situate in

aforesaid, with the appurtenances thereto belonging, by such apt and convenient names, quantities, qualities, and other descriptions and certainties as shall be thought fit and requisite to comprise and pass the same premises respectively ; Which said fine or fines so as aforesaid, or in any other manner, or at any other time or times, levied or to be levied ; and all and every other fine and fines, common recovery and common recoveries, conveyances and assurances in the law whatsoever already had, made, levied, executed, or suffered, or to be had, made, levied, suffered, or executed of or concerning all or any part or parts of the hereditaments hereinbefore expressed to be hereby granted and released, either alone or together with other hereditaments, by or between the said parties to these presents, or whereunto they, or any of them, are, is, or may be parties or party, privies or privy, shall be and enure, and shall be adjudged, deemed, construed, or taken to be and enure, and so is, are, and were meant and intended to be and enure, and the conusee or conusees, grantee or grantees, recoveror or recoverors therein respectively named, and his, her, and their heirs respectively, shall stand scised thereof, To the only use and behoof of the said (*trustees*) their heirs and assigns for ever ; But nevertheless upon the several trusts, and for the intents and purposes

To the use of
trustees.

LEASE AND
RELEASE.

Upon Trust to
Sell, &c.

Upon trust to
sell.

hereinafter mentioned, expressed, and declared of and concerning the same. AND it is hereby declared to be the true intent and meaning of the parties to these presents, that they the said (*trustees*) and their heirs, shall stand and be seised, possessed, and interested of and in all and singular the said messuage or tenement, lands and hereditaments at aforesaid, and of and in the said moiety of the aforesaid barn, lands, and hereditaments at aforesaid, with the respective appurtenances hereinbefore expressed to be hereby granted and released, and covenanted, and intended to be comprised in the said fine or fines as aforesaid, upon and for the several trusts, intents, and purposes following, that is to say, UPON TRUST that they the said (*trustees*) or the survivors or survivor of them, or the heirs of the survivor, shall and do. as soon as conveniently can be, after the execution of these presents, of the proper authority of them the said (*trustees*) or the survivors or survivor of them, or the heirs of the survivor, and without waiting for the advice, consent, or concurrence of any other person or persons whomsoever, make sale and absolutely sell and dispose of the said messuage or tenement, lands, hereditaments, and premises hereinbefore described to be situate in aforesaid, and also of the aforesaid moiety or undivided half part of the said barn, lands, hereditaments, and premises hereinbefore described to be situate in aforesaid, with their respective appurtenances, either together or in separate parcels, and either by public auction or sale, or by private contract, and either discharged of or subject to the said mortgage vested in the representatives of the said (*mort-*

gagee) as aforesaid, as to them the said trustees or the survivors or survivor of them, or the heirs of the survivor shall seem most eligible in that behalf, to any person or persons who shall be willing to become the purchaser or purchasers thereof respectively, at or for the best price or prices in money which can be reasonably had or gotten. AND upon the receipt of the purchase money for which the same or any part thereof shall be so sold, it is hereby declared that it shall and may be lawful for the said (*trustees*) and the survivors and survivor of them, and the heirs of the survivor, and they and each of them respectively are and is hereby directed, authorized, and empowered, by such proper and effectual means in the law as shall be necessary in that behalf, to grant and convey all or such part or parts of the premises expressed to be hereby conveyed, which shall have been so sold unto the purchaser or respective purchasers thereof, and his, her, or their heirs and assigns respectively, or to such other person or persons, and for such use or uses as such purchaser or purchasers respectively shall direct or appoint in that behalf, freed and discharged from all and singular the trusts herein and hereby declared of and concerning the same. AND upon receipt of such purchase money as aforesaid, to give and sign receipts and other acquittances for the same, which shall at all times be a sufficient and effectual discharge to such purchaser or purchasers, and his, her, and their heirs, executors, and administrators, for so much money as shall be thereby expressed to be received. AND IT IS HEREBY DECLARED that such purchaser or purchasers, his, her, or their heirs, executors, administrators, or assigns, or any

LEASE AND
RELEASE.*Upon Trust to
Sell, &c.*And upon
receipt of purchase money,
to convey,and sign receipts for the
same, .which shall
wholly discharge purchasers.

LEASE AND
RELEASE.*Upon Trust to
Sell, &c.*Trusts declared
as the produce.1st, To pay the
costs of this
conveyance
and fines,and of adver-
tising and
selling ;and all other
costs.2d, To pay off
the mortgage,
if premises not
sold subject
thereto.

of them, shall not afterwards be obliged to see to the application of the said purchase money, or be answerable or accountable for the loss, misapplication or non-application thereof, or of any part thereof. AND UPON FURTHER TRUST that they the said trustees, or the survivors or survivor of them, or the heirs, executors, or administrators of the survivor, shall and do from time to time, apply and dispose of the monies arising by such sale or sales, in such manner and to such person and persons, and for such intents and purposes as are hereinafter mentioned and appointed in this behalf, (that is to say) UPON TRUST in the first place to apply so much thereof as shall be necessary for that purpose in discharge of the costs, charges, and expences of preparing and executing this present conveyance, and of levying the proposed fine, or fines as hereinbefore expressed ; And also the costs of advertising and selling the same premises, or any part of them, and of making a title to the purchaser or respective purchasers thereof ; and all other costs, charges, and expences which shall be in anywise incurred or sustained in or about the execution or defence of the trusts hereby created. And in case the said messuage or tenement, lands and hereditaments at _____, shall not be sold, subject to the said mortgage to the said representatives as aforesaid, UPON TRUST in the next place by and out of the monies to arise by sale of the said mortgaged premises, or some part or parts thereof, to pay off and discharge all and singular principal and interest monies which shall be due and owing upon the said mortgage, and also the costs, charges, and expences of procuring a surrender of the said term of _____ years, or an

assignment thereof in trust for the purchaser or purchasers of the said mortgaged premises, or of any part or parts thereof, in case the same shall be required by or on behalf of such purchaser or purchasers respectively; AND in the next place UPON TRUST to apply so much of the clear residue of the monies to arise by sale or sales of all and singular the hereditaments hereinbefore expressed to be hereby granted and released, as shall be necessary and requisite for that purpose, in and towards satisfaction and discharge of all and every such sum and sums of money as is, are, or may be due and owing from the estate of the said (*Hannah Fenn*) deceased, to any person or persons in the united kingdom, who shall lay claim to and make good their title to such debts to the satisfaction of the said trustees, or the survivor or survivors of them, or the heirs, executors, or administrators of the survivor, within the space of twelve calendar months next after such purchase monies shall be respectively received, in a course of administration, and in and with such order and priority as the said debts respectively shall be entitled to be paid off and discharged, together with interest for such of the said debts as shall respectively carry interest at or after such rate as the same shall be payable; And upon trust to require, accept, and take releases, acquittances, or other competent discharges for all and every such debts which shall be so respectively paid off and discharged. AND UPON FURTHER TRUST that they the said trustees, or the survivor of them, or the heirs, executors, or administrators of the survivor, shall and do in the next place account for and

LEASE AND
RELEASE.

Upon Trust to
Sell, &c.

3d, To pay cer-
tain claims, if
made in given
time.

**LEASE AND
RELEASE.**Upon Trust to
Sell, &c.To apply rents
until sale in
discharge of ex-
pences.and in repairs,and in keeping
down interest.

pay over all the clear residue and surplus of the monies arising by such sale or sales, which shall remain after answering the purposes aforesaid, unto the said *John Doe*, *Richard Roe*, and *William Denn*, the husbands of the said *Hannah Doe*, *Ann Roe*, and *Mary Denn*, equally between them, part and share alike; and in case all, or any, or either of them the said *John Doe*, *Richard Roe*, and *William Denn* shall have departed this life before the amount of such residue shall be ascertained and become payable, then the share of each of them so dying shall be paid to his present wife, in case she shall be then living, and in case she shall have also departed this life, then to his executors or administrators. PROVIDED ALWAYS, and it is hereby declared and agreed by and between all the said parties to these presents, that in the mean time and until such sale or sales shall be made and completed as aforesaid, they the said trustees or the survivors or survivor of them, or the heirs of the survivor, shall from time to time receive the rents, issues, and profits of all and singular the said hereby granted and released premises, and apply the same in the first place in discharge of the expences of preparing and executing these presents, and of levying the said fine or fines in manner hereinbefore directed; and in the next place in discharging and defraying all the necessary expences to be occasioned by the repairs and improvements of the said premises, or any part or parts thereof, from time to time, and of all other outgoings which shall be payable in respect of the said granted and released premises, or any of them, and in keeping down, satisfying, and

discharging all interest monies which shall from time to time accrue or become due in respect of the said mortgage. AND in case there shall be any overplus, upon trust, to apply the same in discharge of such debts as shall appear to the said trustees or trustee for the time being, to be really and *bona fide* due from the estate of the said (*Hannah Fenn*) deceased, to any person or persons in the united kingdom, and of the interest of such of them as carry interest, in such order, and after such rate, and in such manner as is hereinbefore directed. AND ALSO, to pay and account for all and singular the residue and surplus of such rents, issues and profits respectively, from time to time, to such person or persons who would for the time being, be entitled to the residue of the monies arising from the sale of the said premises, in case the same were then actually sold, and such residue were then ascertained, and become payable and distributable as aforesaid. PROVIDED ALSO, that it shall and may be lawful to and for the said (*trustees*) or the survivors or survivor of them, or the heirs, executors, administrators, or assigns of the survivor at any time or times before such sale or sales as aforesaid, if he or they shall think fit and proper to sell and dispose of all and every or any of the timber and other trees now standing or growing in or upon all or any of the said lands expressed to be hereby granted and released, which are hereinbefore mentioned to be situate at aforesaid. AND ALSO, of all and singular the rights, shares, and interests of them the said (*William Doe, and Hannah his wife, Abell Roe, and Ann his wife, and Joseph Denn, and Mary his wife*) respectively of and in all and

LEASE AND
RELEASE.

Upon Trust to
Sell, &c.

Special provi-
sion as to the
timber.

**LEASE AND
RELEASE.***Upon Trust to
Sell, &c.*

That monies be
invested until
they can be
applied.

Power to de-
mise and im-
prove the pre-
mises until sale.

every or any of the timber and other trees now standing or being on any of the lands hereinbefore mentioned to be situate in aforesaid, a moiety whereof is expressed to be hereby granted and released for the best price that can be reasonable had or gotten for the same respectively; and that the clear monies arising by such sale or sales shall be applied in and for the same purposes, and paid and payable to the same persons, and in the same manner as hereinbefore expressed or declared with respect to the rents, issues, and profits of the said granted and released premises respectively until the same shall be so sold as aforesaid. Or otherwise, that it shall and may be lawful to and for the said trustees or trustee for the time being, to apply all or any part of the monies arising from such timber and trees, and shares of timber and trees as aforesaid, in or towards payment, satisfaction, and discharge of all or so much of the said principal sum secured on the said mortgage, and of the interest of the same as to them or him shall seem proper. **PROVIDED** ALSO, and it is hereby further declared and agreed, that in the mean time and until the monies to be raised or received by virtue of these presents can be respectively applied to the purposes hereinbefore directed, the same shall be laid out in government, or on real security at interest; and that the interest and dividends thereof from time to time, shall be applicable to the same purposes as are hereinbefore expressed with respect to the said principal sum or sums respectively, and shall in the mean time go in accumulation thereof. **PROVIDED FURTHER**, and it is hereby declared and agreed by and between the said parties to these

presents, that in the mean time, and until any such sale or sales shall be made of all or any part of the premises expressed to be hereby granted and released, it shall and may be lawful to and for the said (*trustees*) or the survivors or survivor of them, or the heirs of the survivor, from time to time, to lett, sett, demise, manage and improve the same for such times or terms respectively, and in such manner as to them or the survivors or survivor of them, or the heirs of the survivor, shall appear most advantageous and beneficial for the said estate, and the parties interested in the monies to arise from the sale thereof.

AND IT IS ALSO AGREED, that they the said trustees and each of them, shall be answerable only for such monies as they shall respectively actually receive, and not any one or more of them for the receipts of any others or other of them, their or any of their joining in any receipts for conformity only notwithstanding. Nor shall they or any of them be answerable or accountable for any loss which may happen to or befall the said trust estate, monies or property, by reason of the failure of any stock, fund, or security wherein or whereon the same may be invested; or by the failure or insolvency of tenants, or of any person or persons in whose hands any of the said trust monies may be deposited for safe custody; or by reason or means, or in the course of any remittance or remittances to parts beyond seas; or by the non-payment of any bill or bills of exchange; or the failure or default of any agent, receiver, or attorney to be employed by them the said trustees or any of them for the purposes of these presents; or by reason or means of any other cause or thing whatsoever, so as such loss

LEASE AND
RELEASE.

*Upon Trust to
Sell, &c.*

Usual indemnifications as to
trustees.

LEASE AND
RELEASE.

*Upon Trust to
Sell, &c.*

Usual cove-
nants for the
title.

do not happen by or through the wilful neglects or defaults of the said trustees or trustee for the time being or any of them. And in such case the person or persons by or through whose default the same shall happen, shall be alone liable to make good the same. AND FURTHER, that they the said trustees or trustee for the time being, and each of them, shall and may by and out of the first monies which shall from time to time come to hand by virtue of the trusts aforesaid, deduct and retain to him and themselves respectively, and pay and allow to each other, and the representatives of each other all such sum and sums of money as they shall respectively bear, pay, sustain, lay out, expend, or be put unto, in or about the execution or defence of the trusts hereby in them respectively reposed, or otherwise in relation thereto, any thing herebefore contained to the contrary notwithstanding. AND the said (*William Doe*) covenanting for himself and for the said (*Hannah his wife*), and for his and her heirs, executors and administrators: and as, to, for, and against his and her acts and deeds, and the acts and deeds of the said (*John Fenn and Hannah his wife and William Stiles*) and of the ancestors of the said (*William Stiles*) and of the person or persons claiming or to claim under or in trust for them or any of them as hereinafter mentioned exclusively and only. AND the said (*Abell Roe*) covenanting for himself and for the said (*Ann his wife*) and for his and her heirs, executors, and administrators; and as, to, for, and against his and her acts and deeds, and the acts and deeds of the said (*John Fenn and Hannah his wife, and William Stiles*) and of the ancestors of the said

(*William Stiles*) and of the person or persons claiming or to claim under or in trust for them or any of them, as hereinafter mentioned exclusively and only. AND the said (*Joseph Denn*) covenanting for himself and the said (*Mary his wife*) and for his and her heirs, executors and administrators; and as, to, for, and against his and her acts and deeds, and the acts and deeds of the said (*John Fenn and Hannah his wife, and William Stiles*) and of the ancestors of the said (*William Stiles*) and of the person or persons claiming or to claim under or in trust for them or any of them as hereinafter mentioned exclusively and only, do hereby severally and separately in manner aforesaid, (and not any one or more of them the said (*William Doc, Abell Roe, and Joseph Denn*) for the acts or deeds of the other or others of them, or of the wife or wives, trustees or representatives of the other or others of them) covenant, promise, declare, and agree to and with the said (1) (*trustees*) their heirs and assigns in manner following, (that is to say) that for and notwithstanding any act, deed, matter or thing by them the said (*William Doc and Hannah his wife, Abell Roe and Ann his wife, Joseph Denn and Mary his wife*) or any or either of them; or by the said (*John Fenn and Hannah his wife*) or either of them; or by the said (*William Stiles*) or any of his ancestors, made, done, committed, or wilfully suffered to the contrary) they the said (*William Doc and Hannah his wife,*

LEASE AND
RELEASE.

Upon Trust to
Sell, &c.

(1) The grantors are made to covenant with the trustees for the title, because such covenants will run with the land for the benefit of the purchasers.

LEASE AND
RELEASE.

Upon Trust to
Sell, &c.

Abell Roe, and Ann his wife, and Joseph Denn, and Mary his wife) or some of them, now are and stand, or one of them is and standeth lawfully, rightfully, and absolutely seized of and in the said messuage or tenements, lands, hereditaments, and premises, with the appurtenances hereinbefore mentioned to be situate in aforesaid; and of and in the aforesaid moiety or undivided half part of and in the said barn, lands, hereditaments and premises with the appurtenances hereinbefore mentioned, to be situate at aforesaid, of and for a good, sure, perfect, absolute, and indefeasible estate of inheritance in fee simple in possession, without any manner of consideration, use, trust, limitation, power of revocation, or any other restraint, cause, matter, or thing, to alter, change, charge, abridge, defeat or determine the same estate. AND that (for and notwithstanding any such act, matter, or thing as aforesaid) they the said (*William Doe and Hannah his wife, Abell Roe and Ann his wife, and Joseph Denn and Mary his wife*) or some of them, now have in themselves, or one of them hath in himself or herself good right, full power, and lawful and absolute authority to grant, release, convey, limit, and assure all and singular the messuage or tenement, lands and hereditaments hereinbefore described to be situate at aforesaid. AND the said moiety or undivided half part of the said barn, lands, and hereditaments hereinbefore described to be situate at aforesaid, unto and to the use of the said (*trustees*) their heirs and assigns, in manner aforesaid, and according to the true intent and meaning of these presents. AND ALSO, that all

and singular the said messuage or tenement, lands and hereditaments at aforesaid, expressed to be hereby granted and released; and likewise the said moiety or undivided half part of the said barn, lands and hereditaments at aforesaid, expressed to be hereby granted and released, with their respective appurtenances, shall and lawfully may, from time to time, and at all times hereafter, remain, continue, and be peaceably and quietly held and enjoyed, unto and by the said (*trustees*) their heirs and assigns in manner aforesaid, and according to the true intent and meaning of these presents, without the lawful lett, suit, molestation, eviction, denial, disturbance or interruption, of or by the said (*John Doe, and Hannah his wife, Richard Roe, and Ann his wife, and William Denn, and Mary his wife*) or any or either of them, or any person or persons lawfully or equitably claiming or to claim, by, from, through, under, or in trust for them or any or either of them, or by from, through, under, or in trust for the said (*John Fenn, and Hannah his wife,*) and the said (*William Stiles*) or any or either of them, or any of the ancestors of the said (*William Stiles*). And, that free and clear, and freely and clearly acquitted, exonerated, and discharged or otherwise by the said (*John Doe, and Hannah his wife, Richard Roe, and Ann his wife, and William Denn, and Mary his wife*) or some or one of them, or some or one of their heirs, executors, or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from, and against all former and other estates, titles, troubles, charges, and incumbrances whatsoever, already had, made, done, committed, or wilfully

LEASE AND
RELEASE.Upon Trust to
Sell, &c.

**LEASE AND
RELEASE.**

*Upon Trust to
Sell, &c.*

suffered, or to be had, made, done, committed, or wilfully suffered by them the said (*John Doe, and Hannah his wife, Richard Roe, and Ann his wife, and William Denn, and Mary his wife*) or any or either of them, or by the said (*John Fenn, and Hannah his wife*) or either of them, or by the said (*William Stiles*) or any of his ancestors, or by any other person or persons lawfully or equitably claiming or to claim, by, from through, under, or in trust for them the said (*John Doe, and Hannah his wife, Richard Roe, and Ann his wife, William Denn, and Mary his wife*) or any or either of them; or by, from, through, under, or in trust for the said (*John Fenn, and Hannah his wife, and William Stiles*) or any or either of them, or any of the ancestors of the said (*William Stiles*). AND LASTLY, that they the said (*John Doe, and Hannah his wife, Richard Roe, and Ann his wife, William Denn, and Mary his wife*) and each and every of them, their and each and every of their heirs, and all and every other person and persons having or lawfully claiming, or who shall or may have or lawfully claim any estate right, title, trust, or interest, at law or in equity, of, in, to, or out of the said messuage or tenement, lands and hereditaments at aforesaid, or any part of the same, or of, in, to, or out of the said moiety of the said barn, lands and hereditaments at aforesaid, or any part of the same, by, from, through, under, or in trust for the said (*John Doe, and Hannah his wife, Richard Roe, and Ann his wife, William Denn, and Mary his wife*) or any or either of them; or by, from, through, under, or in trust for the said (*John Fenn, and Hannah*

his wife, and William Stiles) or any or either of them, or any of the ancestors of the said (*William Stiles*) shall and will, from time to time and at all times hereafter, upon the request of the said (*trustees*) or their heirs, or the purchaser or purchasers of the said premises respectively, or of his, their or any of their heirs or assigns respectively, and at the costs and charges of such purchaser or purchasers, and his or their heirs respectively, make, do, acknowledge, levy, suffer and execute, or cause, or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other acts, deeds, conveyances, and assurances in the law whatsoever, by deed or deeds inrolled or not inrolled, fine, feoffment, common recovery, or otherwise, for the further, better, more perfect, and absolute grafting, conveying, and assuring all and singular the premises expressed to be hereby granted and released, or any part or parcel of the same, unto and to the use of the said (*trustees*) their heirs and assigns, upon the trusts hereinbefore expressed, and for the better enabling them to execute the same, or unto such person or persons, and for such uses as the purchaser or purchasers of the said premises respectively, or his or their heirs or assigns respectively shall direct or appoint, as by the said (*trustees*) or their heirs, or the purchaser or purchasers of the said premises, or any of them, or the respective heirs, or by the counsel learned in the law of any or all of the said parties shall be lawfully and reasonably devised, advised, or required, so as such further assurances do not contain or imply any further or more extensive warranties or covenants than

LEASE AND
RELEASE,Upon Trust to
Sell, &c.

**LEASE AND
RELEASE.**

*Upon Trust to
Sell, &c.*

against the parties making and executing the same, and their respective wives, ancestors, trustees, and representatives. AND so as the party or parties who shall be required to make and execute the same be not compelled or compellable for the making or executing the same, to go or travel above the space of ten miles, from his, her, or their then usual and respective place or places of abode or habitation. IN WITNESS, &c.

APPOINTMENT.

APPOINT-
MENT.

To a Purchaser.

No. XXVIII,

Appointment (under a Power reserved for the Purpose of enabling Vendor to sell free from Dower) to Vendee, in such a manner as to enable him to sell free from Dower.

THIS INDENTURE, made, &c. BETWEEN (ven- Parties.
dor) of the first part, (vendee) of the second part,
and (trustee) of the third part. WHEREAS, under Recites con-
and by virtue of certain indentures of lease and veyance to such
appointment and release, bearing date respectively uses as present
the and days of vendor should
, by deed or will
the appointment and release, being made or ex- appoint.
pressed to be made between (former owner) of
the first part; the said (vendor) of the second
part; and (his trustee) of the other part; the
messuage or tenement, piece or parcel of ground
and hereditaments therein and hereinafter men-
tioned and intended to be hereby appointed and
released, or otherwise assured, were and imme-
diately before the execution of these presents,
stood limited and assured to the use of such per-
son or persons, and for such estate and estates,
and to and for such intents and purposes, and
with, under and subject to such powers, decla-
rations, limitations, and agreements as the said
(vendor) by any deed or deeds, instrument or in-
struments in writing, with or without power of
revocation, to be by him sealed and delivered, in
the presence of, and to be attested by two or
more credible witnesses; or by his last will and

APPOINT-
MENT.

To a Purchaser.

The contract
for sale.

Consideration.

testament in writing, signed and published as therein mentioned should direct, limit, or appoint, and in default of and subject to such direction, limitation or appointment, TO THE USE of the said (*vendor*) and his assigns for his natural life, with remainder to the use of said (*his trustee*) his executors, administrators and assigns, during the natural life of the said (*vendor*) UPON TRUST for, and for the only benefit of said (*vendor*) and his assigns, and to the intent that the present or any future wife of said (*vendor*) might not be or become entitled to dower therein, and from and immediately after the determination of the estate thereby limited in use to said (*his trustee*) his executors, administrators, and assigns, for the life of the said (*vendor*) then to the only proper use and behoof of the said (*vendor*) his heirs and assigns for ever. AND WHEREAS the said (*vendee*) hath contracted and agreed with the said (*vendor*) for the absolute purchase of the fee simple and inheritance in possession of and in the said messuage or tenement, piece or parcel of ground and hereditaments with the appurtenances, free from all incumbrances, at or for the price or sum of . AND the said (*vendee*) is desirous that the said premises should be limited and released, or otherwise assured to the uses, upon the trusts, and for the intents and purposes hereinafter limited, expressed, and contained, of and concerning the same. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of of lawful English money by the said (*vendee*) to the said (*vendor*) in hand at and before sealing and delivering these presents, well and truly paid, the receipt whereof he the said (*vendor*)

doth hereby acknowledge, and thereof and therefrom, and of and from every part thereof doth acquit, release, and discharge the said (*vendee*) his heirs, executors, administrators, and assigns for ever, by these presents; He the said (*vendor*) in pursuance and by virtue and in exercise of the power and authority to him given and reserved by the hereinbefore in part recited indenture of appointment and release, and of all and every other powers and power, authorities and authority, to him given, in him vested, or him thereto enabling, HATH directed, limited, and appointed, and by this present deed or instrument in writing by him the said (*vendor*) sealed and delivered in the presence of, and attested by the two credible persons whose names are intended to be hereon indorsed as witnesses, attesting the sealing and delivering of the same by him the said (*vendor*) DOth direct, limit, and appoint, that the said message or tenement, piece, or parcel of ground and hereditaments comprised in the said recited indentures of lease, and appointment and release, and hereinafter released or otherwise assured or intended so to be with the appurtenances, shall immediately upon and after the execution of these presents, and from time to time, and at all times for ever, go, remain, continue, and be, to the uses, upon the trusts, and for the ends, intents and purposes hereinafter limited or expressed in that behalf. AND THIS INDENTURE FURTHER WITNESSETH, that in further pursuance of the said contract or agreement, and for the consideration aforesaid; and for and in consideration of the sum of of like lawful money to the said (*vendor*) in hand well and truly paid by

APPOINTMENT.

To a Purchaser.

Reference to power.

Appointment.

Release.

APPOINT-
MENT.To a Purchaser.Mention of
lease for a
year.

Parcels, with

General words.

Mabendurn.

the said (*vendee*), upon or immediately before the execution of these presents, ~~HE~~ the said (*vendor*) HATH granted, bargained, sold, aliened, released, and confirmed, and by these presents DOth grant, bargain, sell, alien, release, and confirm unto the said (*vendee*) (in his actual possession now being by virtue of a bargain and sale to him thereof, in consideration of made by the said (*vendor*) by indenture bearing date the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession, and his heirs, ALL THAT messuage or tenement, &c. TOGETHER with all and singular houses, building, yards, backsides, gardens, ways, paths, passages, lights, easements, waters, watercourses, commodities, advantages, emoluments, and appurtenances whatsoever, to the said messuage or tenement, piece or parcel of ground and hereditaments, or any part thereof belonging or in any wise appertaining, or therewith commonly demised, lett, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or appurtenant thereto. And the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the hereditaments hereby appointed and released, or expressed or intended so to be, and all the estate right, title, interest, use, trust, property, profit, claim, and demand whatsoever, at law and in equity, and in possession, reversion, remainder, or expectancy of him the said (*vendor*) in, to, out of, or upon the same hereditaments, TO HAVE AND TO HOLD the said messuage or tenement, piece, or parcel of

ground, and all and singular other the premises hereby mentioned to be granted and released, or expressed and intended so to be unto the said (*vendee*) his heirs and assigns, to the uses, upon the trusts, and for the ends, intents, and purposes, hereinafter limited, expressed, and declared, of and concerning the same, (that is to say) TO THE USE of such person or persons, for such estate or estates, upon and for such trusts, intents and purposes, with, under, and subject to such powers, provisos, declarations, and agreements; and charged and chargeable with such yearly and other sum and sums of money, and with such limitations or remainders over, and in such manner and form as the said (*vendee*) by any deed or deeds, instrument or instruments in writing with or without power of revocation and new appointment to be by him sealed and delivered in the presence of and attested by two or more credible witnesses, or by his last will and testament in writing, or any codicil or codicils in writing thereto, or any writing purporting to be, or in the nature of his last will and testament, or any codicil to be by him signed and published in the presence of and attested by three or more credible witnesses, shall from time to time of or concerning the said premises, or any part thereof, direct, limit, or appoint; and for want of such direction, limitation, or appointment, and in the mean time, and until any such shall be made; and in case any such direction, limitation, or appointment shall be made, then when and as the estates and interests thereby created, raised or limited, shall respectively end or determine; and as to such part or parts of the same premises whereof

APPOINT-
MENT.

To a Purchaser.

To such uses as
purchasers by
deed or will
shall appoint.

In default of
appointment to
vendee for life.

APPOINTMENT.

To a Purchaser.

Remainder to the trustee during the life of vendee, in trust for him; afterwards to purchaser, his heirs and assigns.

Covenant that vendor is seised in fee.

no such direction, limitation, or appointment shall be made, To THE USE of the said (*vendee*) and his assigns during his life; and from and after the determination of such estate by any means in his life time, To THE USE of the said (*trustee*) his executors, administrators, and assigns, during the natural life of the said (*vendee*). IN TRUST NEVERTHELESS for him the said (*vendee*) and his assigns; and from and immediately after the determination of the estate so limited to the said (*trustee*) his executors, administrators, and assigns, in trust as aforesaid, To THE USE of the said (*vendor*) his heirs and assigns for ever. AND the said (*vendor*) for himself, his heirs, executors, and administrators doth covenant, promise, and agree to and with the said (*vendee*) his heirs and assigns, by these presents in manner following, (that is to say) that for and notwithstanding any act, deed, matter, cause, or thing whatsoever by him the said (*vendor*) done, executed, committed, or wilfully suffered to the contrary, he the said (*vendor*) now at the time of sealing and delivering these presents is and standeth lawfully and rightfully seised to him and his heirs, of and in the said messuage or tenement, piece or parcel of ground and hereditaments hereinbefore mentioned to be hereby granted and released, or expressed and intended so to be, with their and every of their appurtenances, of a good, sure, perfect, absolute, and indefeasible estate of inheritance in fee simple in possession, without any reversion, remainder, trust, limitation, power of revocation, use or uses, or any other matter, cause, or thing whatsoever to alter, charge, revoke, make void, determine, lessen, or restrain the same estate, or the

use or property thereof. AND THAT for and notwithstanding any such act, deed, matter, cause, or thing as aforesaid, he the said (*venditor*) at the time of sealing and delivering these presents, hath in himself good right, full power, and lawful and absolute authority to limit, appoint, grant, release, and assure, in the manner aforesaid, the same messuage or tenement, piece or parcel of ground, and hereditaments, with their and every of their appurtenances, to the uses, upon the trusts, and for the ends, intents, and purposes aforesaid, according to the true intent and meaning of these presents. AND FURTHER, that it shall and may be lawful to and for the (*vendee*) his heirs, appointees, and assigns, immediately upon and after the execution of these presents, and from time to time, and at all times, for ever peaceably and quietly to enter into, have, hold, use, occupy, possess, and enjoy the said messuage or tenement, piece or parcel of ground and hereditaments with their and every of their appurtenances, and to receive and take the rents, issues, and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, eviction, interruption, or disturbance of or by the said (*venditor*), or his heirs, or of or by any other person or persons lawfully or equitably claiming, or to claim any estate right, title, trust, or interest of, in, to, or out of the same messuage or tenement, piece or parcel of ground and premises, or any part or parts thereof, from, by, or under, or in trust for him or them, or any of them; And that free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise by and at the costs

APPOINTMENT.

To a Purchaser.

Hath good right to convey.

For quiet enjoyment.

Free from incumbrances.

APPOINT.
MENT.

To a Purchaser.

and charges in all things of the said (*vendor*) his heirs, executors, or administrators, well and sufficiently saved harmless and kept indemnified of, from, and against all former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, rights and title of dowers, uses, trusts, powers, provisoes, conditions, limitations, wills, intails, statutes, recognizances, judgments, executions, extents, legacies, sum and sums of money, forfeitures, sequestrations, rents, annuities, specialties, debts of record, debts due to the king's majesty, and of, from, and against all and singular other acts, estate rights, titles, troubles, charges, liens, burthens, and incumbrances affecting the same hereditaments and premises, either already or hereafter to be had, made, done, acknowledged, raised, created, wilfully suffered, obtained, or executed by or against the said (*vendor*) or his heirs, or by any other person or persons lawfully or equitably claiming or to claim by, from, or under, or in trust for him or them, or any of them, or by or through his, their, or any of their acts, means, consent, default, privity,

For further assistance.

or procurement. AND LASTLY, that he the said (*vendor*) and his heirs, and all and every other persons and person having or lawfully claiming, or who shall or may at any time or times hereafter have or lawfully or equitably claim any estate right, title, trust, charge, or interest of, in, to, or out of the said messuage or tenement, piece or parcel of ground and premises, or any part or parts thereof, from, by, or under, or in trust for him, them, or any of them, shall and will from time to time, and at all times hereafter, upon every reasonable request, and at the proper costs

and charges in the law of the said (*vendee*) his heirs, appointees, or assigns, make, do, acknowledge, levy, suffer, execute and perfect, or procure to be made, done, acknowledged, levied, suffered, executed, and perfected, all and every such further and other lawful and reasonable act and acts, thing and things, devises, conveyances, and assurances in the law whatsoever, by deed or deeds inrolled or not inrolled, fine, feoffment, common recovery, or otherwise for the further, better, and perfectly and absolutely granting, conveying, and assuring of the said messuage or tenement, piece or parcel of ground and premises, and every part thereof, with their and every of their appurtenances to the uses and in the manner aforesaid, or otherwise as the said (*vendee*) his heirs, appointees, or assigns, shall or may respectively direct or appoint, as by the said (*vendee*) his heirs, appointees, or assigns, his, their, or any of their counsel, attorney, solicitor, or agent, shall be reasonably and lawfully devised, or advised and required, so as such further assurances do not contain or imply any further or more extensive warranty or covenants than against the parties making and executing the same, and so as the party or parties who shall be required to make and execute such further assurances be not compelled or compellable for the making or executing thereof, to travel or go from his or their usual and respective places of abode or dwelling.

IN WITNESS, &c.

APPOINT-
MENT.

To a Purchaser.

LEASE.

*By Tenants in
Common.*

LEASE.

No. XXIX.

*Lease from Tenants in Common, one of whom
was a Feme Covert, and her Husband.*

Parties. THIS INDENTURE, made, &c. BETWEEN (*lessors*)
of the one part, and (*lessee*) of the other part,
Consideration. WITNESSETH, that for and in consideration of the
rent and covenants hereinafter contained, and
which on the part and behalf of the said (*lessee*)
his heirs, executors, administrators, and assigns,
are to be paid, observed, performed, fulfilled,
and kept, they the said (*lessors*) HAVE, and each
of them HATH, granted, leased, set, and to farm
Demise. lett, and by these presents DO, and each of them
DOHN, grant, lease, set, and to farm lett unto
the said (*lessee*) his executors, administrators,
and assigns, [*Here insert parcels with general
words*] TO HAVE AND TO HOLD the said mes-
suage or tenement and premises unto the said
(*lessee*) his executors, administrators, and as-
signs, from the date of these presents, for and
during, and unto the full end and term of
years, from thence next ensuing, and fully, to be
complete and ended, YIELDING AND PAYING
therefore yearly and every year during the said
term, the sum of of lawful money of the
united kingdom of Great Britain and Ireland, of
English value and currency, in the proportions
following. (that is to say) one moiety thereof to
the said (*baron and feme*) (1), and the heirs and

(1) The statute of Henry 8th. (32. cap. 28.) which enables
husband and wife to grant leases of the wife's estates for twenty-

assigns of the said (*feme*), and the other moiety thereof to the said (*other lessors*) their heirs and assigns. AND the said (*lessee*) for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree, to and with the said (*lessors*), that he the said (*lessee*) shall and will well and truly pay or cause to be paid unto the said (*husband and wife*) and the heirs and assigns of the said (*feme*) a moiety of the said yearly rent of during the said term, and the remainder to the said (*other lessors*) their heirs and assigns, at such times and in such manner as heretofore mentioned for payment thereof; and also shall and will pay, bear, and discharge all such rates, duties, charges, and assessments, as shall be taxed, assessed, or imposed upon or payable for or in respect of the said demised messuage, or tenement and premises during the said term; and also, that he the said (*lessee*) his executors, administrators, and assigns, shall and will, from time to time, and at all times hereafter during the term hereby demised, at his and their own proper costs and charges well and sufficiently repair, uphold, maintain, glaze, pave, empty, scour, cleanse, amend, and keep the said messuage or tenement, and premises, and every part thereof with the appurtenances when, where, and as often as need or occasion shall be and require, (casualties by fire

LEASE.

By Tenants in
Common.Covenants by
lessee.

one year or three lives, requires that the wife be made a party and execute the indenture as well as the husband; that the term granted commence from the date or day of the date, so that no longer term than for twenty-one years or for three lives be granted; a shorter term may be granted; that there be no lease in-being but what will expire, be surrendered or end within one year after such new lease; that the rent be reserved to the husband and wife, and the heirs of the wife, &c.

LEASE.*By Tenants in
Common.*

only excepted). AND the said demised premises, with their and every of their appurtenances, being well and sufficiently repaired, upheld, supported, glazed, paved, emptied, cleansed, and kept at the end of the said hereby demised term, shall and will peaceably and quietly leave, surrender, and yield unto the said (*lessors*) the peaceable possession of the said premises, in as good condition as the same now are (all damages by fire in the mean time only excepted). AND FURTHER, that it shall and may be lawful to and for the said (*lessors*) their heirs, executors, administrators, and assigns, or any of them, either with workmen or others, in their or any of their company or without, twice or oftener in every year during the said term hereby demised at seasonable and convenient times in the day-time, to come into and upon the said demised premises or any part thereof, to view, search, and see the state and condition of the reparations of the same messuage and premises; and in case any defects, defaults, and wants of reparation shall be then and there found, and notice or warning thereof shall be given or left in writing at the said demised premises, to or for the said (*lessee*) his executors, administrators or assigns or any of them, to repair and amend the same within the space of three calendar months from the date of such notice; then in every such case he the said (*lessee*) his executors, administrators or assigns, shall and will well and sufficiently repair and amend the same within the time and space of three calendar months next after every such notice or warning shall be so given or left as aforesaid. PROVIDED ALWAYS, that if it shall happen that the said

Visual power of
re-entry.

yearly rent shall at any time during the term aforesaid hereby demised, be behind or unpaid by the space of fourteen days next over or after any of the said feasts or days of payment whereon the same is reserved and ought to be paid as aforesaid; or in case of any breach or non-performance of any or either of the covenants aforesaid on the said (*lessee*) his executors, administrators, and assigns, their parts and behalfs to be done and performed, that then and in any or either of the said cases it shall and may be lawful to and for the said (*lessors*) their heirs, executors, administrators, and assigns, into and upon the said messuage, tenement, and premises hereby demised, or any part thereof in the name of the whole, wholly to re-enter, and the same to have again, repossess, and enjoy, as in their first and former estate, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said (*lessors*) for themselves, their heirs, executors, administrators, and assigns, do covenant, promise and agree, to and with the said (*lessee*) his executors, administrators, and assigns by these presents, that he the said (*lessee*) his executors, administrators, or assigns paying the said yearly rent in manner aforesaid hereby reserved, and performing, fulfilling, and keeping, all and singular the covenants, provisoes, clauses, and agreements herein contained, which on his and their parts and behalfs are and ought to be paid, done, and performed according to the true intent and meaning of these presents, shall and lawfully may peaceably and quietly have, hold, occupy, possess, and enjoy the said messuage or tenement, or other the promises hereby demised

LEASE.

By Tenants in
Common.Lessors cove-
nant, *

LEASE.

for and during the said term of twenty-one years, without the lawful left, suit, trouble, denial, eviction, or interruption of the said (lessors) or of or by any other person or persons lawfully claiming, or to claim by, from, or under them or any of them. IN WITNESS, &c.

No. XXX.

*Of Lunatic's
Estate.*

*Lease from the Committee of a Lunatic, with
the Approbation of the Master.*

Parties.

THIS INDENTURE, made, &c. BETWEEN (lessor) committee of the estate of a lunatic, of the one part, and (lessee) of the other part.

Recites an order for master to inquire as to the propriety of granting leases.

WHEREAS, by an order of the High Court of Chancery, bearing date the day of and made in the matter of the said (lunatic) it was referred to one of the masters of

The master's report on such occasion.

the said court to enquire and certify whether it would be for the benefit of the said (lunatic) and his estate to grant leases of any and what part of the said (lunatic's) estates, and upon what conditions, and for what period of years, regard being had to the lunacy. AND WHEREAS, in pursuance of the said order, the said master, by his report made in the said matter, dated the day of this instant, testified that a proposal had been laid before him, verified by the affidavit of a surveyor and valuer of land, for granting a lease of a messuage or tenement situate in numbered (being part of the estate of the said (lunatic) to the said (lessee) from the day of last, for the term of years, if the said (lunatic) shall

so long continue a lunatic) at and under the yearly rent of . . . , clear of land tax and all deductions whatsoever; and that he had considered the said proposal and did approve thereof. AND WHEREAS, by an order made in the said matter bearing date the . . . day of this instant , it was ordered that the said master's said report should be confirmed, and that it be referred to the said master to settle the several leases to the several persons mentioned in his report, according to the respective proposals set forth in the schedule thereto. AND WHEREAS the said master hath approved of these presents, being a lease made in pursuance of the said order, and in testimony, thereof hath signed his allowance in the margin hereof. Now THEREFORE THIS INDENTURE WITNESSETH, that in pursuance of the said recited order of the . . . day of instant, and for and in consideration of the yearly rent, covenants, and agreements hereinafter reserved and contained on the part and behalf of the said (lessee) his executors and administrators to be paid and performed, he the said (committee) by virtue of the said recited order, and in pursuance thereof, and of the power vested in him as committee as aforesaid, HATH demised, leased and to re-farm letten, and by these presents DOth demise, lease, and to farm lett, unto the said (lessee) his executors and administrators, ALL THAT messuage, tenement, or dwelling-house of him the said (lunatic) numbered . . . , situate, standing, and being in . . . aforesaid, together with all and singular the rooms, chambers, closets, cellars, yards, vaults, areas, ways, paths, passages, easements, lights, sewers, drains, waters,

LEASE.

Of Lunatic's Estate.

And order confirming the same.

The master's approval of present lease

Consideration.

Demise.

Parcels.

General words.

LEASE.

*Of Lunatic's
Estate.*

Habendum.

Red demum.

*Covenants by
lessee.*

water-courses, profits, commodities, advantages, and appurtenances whatsoever to the said messuage, tenement, or dwelling-house, and premises belonging or in anywise appertaining, To HAVE AND TO HOLD the said messuage, tenement, or dwelling-house, and all and singular other the premises hereby demised or intended so to be, with their and every of their appurtenances unto the said (*lessee*) his executors, administrators and assigns from the day of now last past, for and during, and unto the full end and term of years, from thence next ensuing and fully to be complete and ended, (if the said (*lunatic*) shall so long continue a lunatic) YIELDING AND PAYING therefore yearly and every year during the continuance of this demise, unto the said (*committee*) or to such other person or persons as shall be appointed committee to the said (*lunatic's*) estate, the yearly rent or sum of of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, without any deduction or abatement whatsoever, for or in respect of any taxes, parliamentary or parochial, or other charges or deductions whatsoever, on the four most usual feasts or days of payment of rent in the year, (that is to say) the feast-days of the annunciation of the blessed Virgin Mary; the nativity of Saint John the Baptist; the feast of Saint Michael the Archangel; and the birth of our Lord Christ, in every year, by even and equal portions; the first quarterly payment thereof to begin and be made on the feast of Saint Michael the Archangel, next ensuing the commencement of this demise. AND the said (*lessee*) for himself, his

heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said (*committee*) and to and with such other person or persons as shall be appointed committee as aforesaid, in manner following, that is to say, that he the said (*lessee*) his executors, administrators, or assigns, or some or one of them, shall and will, yearly and every year, during the continuance of this present demise, well and truly pay, or cause to be paid unto the said (*committee*) or unto such other person or persons as shall be appointed committee as aforesaid, the said yearly rent or sum of hereby reserved, without any deduction or abatement whatsoever, for or on account of any taxes, charges, and assessments whatsoever. AND ALSO, that he the said (*lessee*) his executors, administrators, or assigns, shall and will, from time to time, and at all times during the continuance of this demise, pay and discharge the land tax, sewers' tax, and all other taxes, rates dues, payments, and impositions whatsoever, which now are, or at any time or times hereafter during the said term hereby granted, shall or may be taxed, charged, assessed, or imposed upon the said messuage or tenement and premises hereby demised, or any part thereof, or on the said yearly rent hereby reserved, or upon the said (*committee*), or upon the landlord for or in respect of the same by authority of parliament or otherwise howsoever, and shall and will indemnify and save harmless the said (*committee*) and such other person or persons as shall hereafter be such committee as aforesaid, therefrom. AND FURTHER, that the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time and at

LEASE.

Of *Lynatic's*
Estate.

LEASE.

*Of Lunatic's
Estate.*

all times during the continuance of this demise, when and as often as need or occasion shall be and require, at his and their own proper costs and charges, well and sufficiently repair, uphold, support, maintain, clean, pave, cleanse, stower, amend, and keep the said messuages, or tenements and premises hereby demised, and every part thereof, with all and every the glass windows, posts, rails, places, pavements, privies, suit, sewers, drains, gutters, and vaults of office, and other appurtenances whatsoever to the said messuage, or tenement and premises hereby demised or belonging, or in anywise appertaining, in, by, and with all and all manner of needful and necessary reparations and amendments whatsoever, (accidents by fire, storms or tempest in the mean time only excepted.) AND ALSO shall and will paint the outside wood and iron work of and about the said messuage or tenement, in oil, once at least in every three years during the continuance of this demise; and the said messuage, or tenement and premises, and every part thereof, with their appurtenances, being so well and sufficiently repaired, upheld, maintained, glazed, paved, cleansed, scoured, amended, and kept, shall and will at the end or expiration of the said term hereby granted, peaceably and quietly quit, leave, surrender, and yield up unto the said (committee) or to such other person as shall be appointed committee as aforesaid; together with all and every the fixtures and things fixed and being in and about the said demised premises, at the commencement of the term hereby granted, reasonable use and wear thereof in the mean time, and accidents by fire, storm, and tempests, only

excepted.) AND ALSO, that it shall and may be lawful to and for the said (*committee*) or such other person as shall be appointed committee as aforesaid, and his agents, servants, and workmen from time to time, and at all times during the continuance of this demise, at reasonable times in the day time, to enter and come into and upon the said hereby demised premises, or any part thereof, to view, search, and see the same and true state and condition thereof, and of all defects and wants of repair then or there found, to give or leave notice or warning in writing of the said thereon demised messuage, to, or for the said (*lessor*) his executors, administrators, or assigns, to repair and make good the said defects or wants of repair within calendar months from the time of giving or leaving any such notice or warning as aforesaid. AND that he the said (*lessee*) his executors, administrators, or assigns, or some or one of them, shall and will within the same space of calendar months, at his or their, or some or one of their own costs and charges, well and sufficiently repair, amend, and make good all such defects and wants of repair as shall be mentioned and expressed in every such notice, (casualties by fire, storm, and tempest, always excepted.) AND the said (*committee*) doth for himself, and as far as he can and lawfully may, for such person or persons as shall or may hereafter be appointed committee of the said lunatic's estate, by the said Court of Chancery, hereby covenant, promise, and agree, to and with the said (*lessee*) his executors, administrators, and assigns, in manner following, (that is to say) that, he the said (*lessee*) his executors, adminis-

LEASE.

Of Lunatic's Estate.

Committee
covenant annu-
ally,

LEASE.

*Of Landlord's
Estate.*

Usual power of
re-entry.

trators, or assigns, paying the said yearly rent in such manner as is hereinbefore reserved, and performing, fulfilling, and keeping all and singular the covenants, conditions, provisoes, and agreements hereinbefore mentioned, reserved, and contained, and which on the part and behalf of the said (*lessee*) his executors, administrators, and assigns, ought to be paid, performed, fulfilled, and kept, shall and may peaceably and quietly have, hold, use, occupy, possess, and enjoy the said messuage or tenement, and all and singular other the premises hereby demised, and every part thereof, with the appurtenances, for and during the continuance of the said term of years hereby granted, without any lett, suit, trouble, denial, disturbance, or interruption of, from, or by him the said (*committee*) or such person as shall be appointed committee as aforesaid, him, them, or any of them. PROVIDED ALWAYS, that if it shall happen that the said yearly rent or sum of , or any part thereof, shall be behind or unpaid by the space of days next over or after any of the said days of payment on which the same ought to be paid as aforesaid, (being lawfully demanded,) or if the said (*lessee*) his executors, administrators, or assigns, shall not well and truly perform and keep all and every the covenants and agreements hereinbefore mentioned on his and their parts and behalfs to be kept, done, and performed, then and from thenceforth, and in any or either of the said cases, it shall and may be lawful to and for the said (*committee*) or such person as shall be appointed committee as aforesaid, or his agents, into and upon the said hereby demised premises, or any part thereof, in

the name of the whole, wholly to re-enter, and the same to have again, retain, re-possess, and enjoy, as in his first and former estate; and the said (*lessee*) his executors, administrators, and assigns, and all other occupiers and possessors of the said premises, utterly to expel, put out, and remove, (this indenture, or any thing hereinbefore contained to the contrary thereof notwithstanding.)
IN WITNESS, &c.

LEASE.
—
Of Lunatic's
Estate.
—

I allow this indenture of
lease, being the same men-
tioned in my report, the
day of , 1815.

(*the master.*)

DISCLAIMER

OF EXECUTORSHIP

AND TRUSTS.

No. XXXI.

Disclaimer of *Executorship and Trusts.*

TO ALL WHOM THESE PRESENTS shall come unto and concern, (*one of the trustees and executors*) sends greeting. WHEREAS late of in the county of deceased, duly made and published his last will and testament, in writing, bearing date on or about the day of last past; and thereby gave and devised all and singular his real, personal, and other estate and effects whatsoever and wheresoever, unto (*three trustees*) their heirs and assigns, upon trust that they the said (*trustees*) and the survivors and survivor of them, and the heirs, executors, administrators and assigns of such survivor, did and should with all convenient speed, after his the said (*testator's*) decease, sell and dispose of all such part or parts of his estate and effects as should not consist of monies or securities for money; and should convey, assign, or otherwise assure the same unto the respective purchasers thereof; and upon trust to call in all such monies as should or might be due to him upon securities or otherwise; and should stand possessed of the monies so to be called in and raised by sale as aforesaid, and of the rents and profits of the property thereby made saleable, in the mean time, until such sale, upon the several trusts thereafter contained. And the said (*testator*) appointed the said (*trustees*) executors of that his will; and the said (*testator*) did thereby direct his said trustees and executors to stand possessed of and interested in the residue of his property, in trust for his next of kin, according

to the statute of distribution. And the said (*testator*) afterwards duly made and published a codicil to his said will. AND WHEREAS the said (*testator*) died on or about the day of last. **DISCLAIMER**
of the executorship and Trust

AND WHEREAS the said (*trustee*) hath not accepted the said devises and bequests made to him by the said will of the said (*testator*), nor the executorship thereof, and hath not in any manner acted in the trusts or duties of the said will, but hath wholly declined and waived the same. Now THESE PRESENTS WITNESS, that he the said (*trustee*) doth by this present deed or writing under his hand and seal, waive, disclaim, relinquish, and wholly give up ALL and every the gifts, devises, bequests, trusts, powers, and authorities whatsoever, in and by the said recited will of the said (*testator*) given, devised, and bequeathed to and reposed in him the said (*trustee*) or expressed and intended so to be and every of them, and doth hereby absolutely and irrevocably testify and declare his refusal to accept the same or any of them. IN WITNESS, &c.

ASSIGN-
MENT, &c.

ASSIGNMENT AND CONFIRMATION.

*By Mortgagee
and Mortgagor.*

No. XXXII.

*Assignment and Confirmation by Mortgagee and
Mortgagor to a new Mortgagee who pays off
the former.*

Parties.

Recites mort-
gage by de-
mise.

THIS INDENTURE, tripartite, made, &c. BETWEEN (*mortgagee*) of the first part ; (*mortgagor*) of the second part ; and (*new mortgagee*) of the third part. WHEREAS by indenture of mortgage and demise, bearing date, &c. and made, &c. between the said (*mortgagor*) party to these presents, of the one part, and the said (*mortgagee*) likewise party to these presents, of the other part, for the securing the re-payment with interest, of the principal sum of advanced unto the said (*mortgagor*) by the said (*mortgagee*), HE the said (*mortgagor*) for and in consideration of the said sum of paid him in hand by the said (*mortgagee*) DID grant and demise unto the said (*mortgagee*) his executors, administrators, and assigns, ALL, &c. To HOLD unto the said (*mortgagee*) his executors, administrators, and assigns, from the day of for the term of years, under the rent of one pepper-corn, but subject, nevertheless, to a proviso or condition therein contained for making void the same, and the term thereby granted, on payment by the said (*mortgagor*) his heirs and assigns, unto the said (*mortgagee*) of the principal sum of with the interest thereof, at the days and times, and by such payments as in the said indenture are limited and appointed for that

purpose. AND WHEREAS default was made in payment of the said principal sum of _____ and interest, at the time so limited in the said indenture for payment thereof, whereby the estate and interest of the said (*mortgagee*) of and in the premises so granted and demised by the said recited indenture, became absolute in law for and during all the residue of the said term of _____ years; and the said principal sum of _____ still remains wholly due unto the said (*mortgagee*); but all interest for the same hath been duly paid and discharged to the day of the date of these presents. AND WHEREAS the said (*new mortgagee*) hath agreed to advance at interest unto the said (*mortgagor*) the said sum of _____ to pay off and discharge the said mortgage debt so due to the said (*mortgagee*). NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of _____ of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency to the said (*mortgagee*) by the direction of the said (*mortgagor*) at or before sealing and delivering these presents, paid by the said (*new mortgagee*) in full discharge of all principal and interest due on the said recited security; the receipt whereof he the said (*mortgagee*) doth hereby acknowledge, and thereof and of every part thereof doth acquit, release, and discharge, as well the said (*mortgagor*) his heirs, executors, and administrators, as the said (*mortgagor*) his executors and administrators; by these presents, viz the said (*mortgagee*) at the request and by the direction of the said (*mortgagor*) testified by his being a party to, and sealing and delivering these presents, hath bargained, sold,

ASSIGN-
MENT, &c.

By Mortgage
and Mortgagor.

Default in pay-
ment.

Principal ac-
crued only
due.

New mortgagee
has agreed to
discharge the
mortgage.

Consideration.

Assignment and
ratification.

**ASSIGN-
MENT, &c.**

**By Mortgage
and Mortgagee.**

assigned, transferred, and set over, AND the said (mortgagor) hath ratified and confirmed, AND by these presents the said (mortgagee) doth bargain, sell, assign, transfer, and set over, AND the said (mortgagor) doth ratify and confirm unto the said (new mortgagee) his executors, administrators, and assigns, ALL, &c. AND all and singular other the premises, with their and every of their appurtenances, so by the said recited indenture granted and demised by the said (mortgagor) to the said (mortgagee) the said term of years as aforesaid, or intended so to be.

AND all the estate right, title, interest, term of years, property, claim, and demand whatsoever of him the said (mortgagee) together with the said in part recited indenture of mortgage and demise, and all other deeds, writings, and evidences now in the custody or power of him the said (mortgagee) touching or concerning the

**Habendum for
residue of term
sans waste.**

same; TO HAVE AND TO HOLD the said messuage, lands, tenements, hereditaments, and all and singular other the premises hereby assigned, or intended so to be, with their and every of their appurtenances unto the said (new mortgagee) his executors, administrators, and assigns from henceforth, for and during all the residue and remainder of the said term yet to come and unexpired, without impeachment of or for any manner of waste, and in as full, ample, and beneficial a manner, to all intents and purposes, as the said (mortgagee) might or could have held or enjoyed the same if these presents had not been made, freed, acquitted, and discharged, of and from the said proviso for the redemption thereof in the said indenture of mortgage and demise contained, but

**Discharge of
redemption,
but subject to a
fresh proviso.**

subject nevertheless to the proviso or condition, for the re-assignment of the said premises herein-after expressed. And the said (*mortgagee*) for himself, his heirs, executors, and administrators, doth covenant with the said (*new mortgagee*) his executors, administrators, and assigns; that he the said (*mortgagee*) hath not at any time heretofore wittingly or willingly done, committed, or suffered any act, matter, or thing whatsoever, whereby or by means whereof the said several premises hereby assigned, or any part thereof, are, shall, or may be anywise incumbered in title, charge, estate, or otherwise howsoever. **PROVIDED** always nevertheless, and it is hereby declared and agreed by and between the said parties to these presents; and the said (*new mortgagee*) for himself, his executors, administrators and assigns, and every of them, doth covenant, promise, and agree to and with the said (*mortgagor*) his heirs and assigns, and every of them by these presents, that if the said (*mortgagor*) his heirs, executors, administrators and assigns, or any or either of them, do and shall well and truly pay or cause to be paid unto the said (*new mortgagee*) his executors, administrators or assigns, the full sum of _____ of, &c., with legal interest for the same, on or before the _____ day of _____ next ensuing the date of these presents; the said payment to be made in the Inner Temple Hall, London, [or in or at any other place parties may appoint] without any deduction or abatement whatsoever, for or by reason of any taxes already imposed or hereafter to be imposed on the said premises hereby assigned, or any part thereof; or on the said sum of _____ or the growing interest

ASSIGNMENT, No.

By Mortgage and Mortgagee.

Covenant that mortgagee has not incumbered.

Proviso for redemption.

**ASSIGN-
MENT, &c.**

*By Mortgagee
and Mortgagor.*

Mortgagor
covenants to
pay the money.

thereof, or on the said (*new mortgagee*) in respect thereof, by authority of parliament, or otherwise howsoever, then he the said (*new mortgagee*) his executors, administrators, and assigns, shall and will, upon the reasonable request and at the proper costs and charges in the law of the said (*mortgagor*) his heirs or assigns, surrender or assign the said messuages, lands, tenements, and hereditaments, and all and singular other the premises hereby assigned, or intended so to be, with the appurtenances; and all the estate and interest of the said (*new mortgagee*) his executors and administrators of, in, or to the same, for and during all the rest and residue then to come and unexpired of and in the said term of years, unto the said (*mortgagor*) his heirs and assigns, or to such other, person or persons as he or they shall for that purpose nominate or appoint, freed, acquitted, and discharged of and from all incumbrances committed or done by him the said (*new mortgagee*) his executors, administrators and assigns, or any claiming by, from, or under him or them. AND the said (*mortgagor*) for himself, his heirs, executors, and administrators, doth covenant, promise and agree to and with the said (*new mortgagee*) his executors, administrators, and assigns by these presents in manner following (that is to say) that he the said (*mortgagor*) his heirs, executors, administrators, and assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said (*new mortgagee*) his executors, administrators, or assigns, the said principal sum of , with the interest thereof, on the said day of next, and in such manner as hereinafore is ex-

pressed, limited, and appointed for the payment thereof. AND that in case default shall be made in payment of the said sum and interest, at the time and in manner hereibefore appointed for the payment thereof, contrary to the proviso of these presents, the said (*new mortgagee*) his executors, administrators, and assigns, shall and may at all times hereafter, peaceably and quietly enter into and hold, possess, and enjoy all and singular the premises hereby assigned, and receive and take the rents, issues, and profits thereof, to his and their own use and uses for and during all the rest and residue then to come and unexpired of and in the said term of years, without any interruption whatsoever. AND that the said (*mortgagor*) and his heirs, and all and every other person or persons having or claiming, or who shall or may have or claim any estate or interest of, in, or out of the said premises hereby assigned, or any part thereof, shall and will from time to time, and at all times after such default shall be made as aforesaid, at the reasonable request and at the proper costs and charges of him the said (*mortgagor*) his executors, administrators, and assigns, make, do, acknowledge, levy, suffer, and execute, or cause or procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other reasonable act, matter, or thing, not only for confirming and making absolute the said term of years, but for the further assuring the same during all the rest and residue of the said term, freed and discharged of the said covenant and proviso for the re-assignment thereof, and of all power and equity of redemption of, in, and to the same, and

ASSIGN-
MENT, &c.

By Mortgagee
and Mortgagor.

Or in default,
new mortgagee
may enjoy to
his own use

That mortgagor
will confirm,
make further
assurance of
the same during
the term.

discharge of
redemption

**ASSIGN-
MENT, &c.***By Mortgagee
and Mortgagor.*and will grant
the reversion in
fee.Until default
mortgagor to
enjoy.Interest to be
reduced, if paid
regularly.

also for granting the reversion, fee-simple and inheritance of the said messuage, lands, tenements, and hereditaments, and of all and singular the premises hereby assigned to the said (*new mortgagee*) his heirs and assigns, or to such other person or persons as he or they shall appoint, as by the said (*new mortgagee*) his heirs, executors, administrators, or assigns, or his or their counsel learned in the law shall reasonably be devised or required. AND it is hereby declared and agreed, that until default shall be made in payment of the said principal sum and interest, or some part thereof, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said (*mortgagor*) his heirs and assigns, peaceably and quietly to receive and take the rents, issues, and profits of all and singular the said premises hereby assigned, with their and every of their appurtenances, to his and their own use and uses, without the lett, suit, trouble, eviction, or molestation of him the said (*new mortgagee*) his executors, administrators, or assigns, and without any account to be given for the same. AND LASTLY, the said (*new mortgagee*) for himself, his heirs, executors, administrators, and assigns, doth covenant, promise, and agree to and with the said (*mortgagor*) his heirs, executors, administrators, and assigns, by these presents, that if he the said (*mortgagor*) his heirs, executors, administrators, or assigns, do and shall from time to time and at all times, so long as the said (*new mortgagee*) shall permit the said principal sum of . . . to continue at interest, duly and exactly pay such interest unto the said (*new mortgagee*) his executors, admi-

nistrators, or assigns, within the space of
 days after every half yearly payment thereof
 shall become due and payable by virtue of these
 presents, then the said (*new mortgagee*) his ex-
 cutors, administrators, and assigns, shall and will
 abate and allow unto the said (*mortgagor*) his
 heirs, executors, administrators, or assigns, the
 sum of out of every five pounds that shall
 be payable for such interest, and shall take only
 after the rate of by the year for every £100
 of the said principal sum of , any thing
 hereinbefore contained to the contrary thereof in
 any wise notwithstanding. IN WITNESS. &c.

019
 ASSIGN-
 MENT, &c.
 By Mortgage
 and Mortgagor.

RELEASE

*of an annuity,
&c.*

RELEASE.

No. XXXIII.

Release of an Annuity, and a Grant or Substitution of another Annuity in its place.

Parties.

Recites grant
of former an-
nuity.

THIS INDENTURE, made, &c. BETWEEN (*gran-
tor of annuities, and releasce on this occasion*) of
the first part; (*a trustee of a term for securing
present annuity*) of the second part; (*a trustee of
an old term*) of the third part; and (*grantees of
annuities, and releassors on this occasion*) of the
fourth part. WHEREAS, by indentures of lease
and release, bearing date respectively the
and, days of , and made or expressed
to be made between the said (*grantor of annui-
ty*) of the first part; (*trustees for securing it*)
of the second part; the said (*trustee of old
term*) of the third part; and the said (*grantees
of the annuity*) of the fourth part, RECITING,
that the said (*grantees*) had contracted and
agreed with the said (*grantor*) for the purchase
of an annuity or yearly rent charge of
during the lives of (*cestui que vies*) and the life
of the survivor of them, at or for the price or sum
of subject nevertheless to a power for
re-purchasing the said annuity on payment of
 . IT IS WITNESSED, that in considera-
tion of the said sum of to the said (*gran-
tor*) by the said (*grantee*) in hand paid at or
before the sealing and delivery thereof, the re-
ceipt whereof is thereby acknowledged, HE the
said (*grantor*) DID grant, bargain, sell, and
confirm unto the said (*grantees*) their executors,

administrators and assigns, for and during the joint lives of the said (*cestui que vies*) and the life of the survivor of them, ONE ANNUITY or clear yearly rent charge of charged and chargeable upon, and to be yearly issuing and payable out of all that the manor or reputed manor of in the parish of in the county of and all and singular other the messuages or tenements, lands and hereditaments therein and hereinafter particularly mentioned and described, with their rights, members, and appurtenances; To HOLD the said annuity or yearly sum of thereby granted unto the said (*grantees*) their executors, administrators and assigns, for and during the joint lives of the said (*cestui que vies*) and the life of the survivor of them, payable quarterly as therein mentioned. AND the said (*grantor*) did thereby grant unto the said (*grantees*) the usual powers of distress and entry, and perception of the rents and profits for recovering and receiving the arrears of the said annuity or rent charge, in case the same should be behind and unpaid after any of the days therein appointed for payment thereof. AND IT IS THEREBY FURTHER WITNESSED, that for the consideration aforesaid, and other. the considerations therein mentioned, he the said (*grantor*) DID grant, bargain, sell, alien, release and confirm unto the said (*trustees*) and their heirs, ALL that and those the said manor and reputed manor, and freehold messuages, lands, tenements, hereditaments and premises therein and hereinafter particularly mentioned and described, and thereupon charged with the payment of the said annuity or yearly rent charge

RELEASE.

Of an Annuity.
&c.

RELEASE of
of an Annuity
3r.

of aforesaid, with their and every of their appurtenances, To hold the said manor, hereditaments and premises, unto the said (*trustees*), upon the trusts thereafter mentioned and expressed, of and concerning the same. AND AFTER RECITING that the said (*grantor*) had, on the day of the date of the said indenture, surrendered all those the customary or copyhold tenements and premises thereinbefore particularly mentioned and described, with the appurtenances unto the use of the said (*trustees*) their heirs and assigns, subject to a condition, to be void on payment by the said (*grantor*) his heirs, executors, and administrators unto the said (*grantees*) their executors, administrators and assigns, of the said annuity of at the day and time therein mentioned. It is THEREBY FURTHER WITNESSED, that, for the better securing the payment of the said annuity thereby granted, it was thereby agreed between the said parties thereto, that the said (*trustees*) their heirs and assigns should from thenceforth stand seised of the said freehold and copyhold manor, messuages, lands, tenements, hereditaments and premises thereinbefore and hereinafter particularly mentioned and described, and by the said surrender respectively conveyed and surrendered unto and to the use of the said (*trustees*) as aforesaid, (subject to the payment of the said annuity, and the remedies therein provided for the recovery thereof), UPON TRUST to permit and suffer the said (*grantor*) his heirs and assigns to receive and take the rents, issues, and profits thereof, and of every part thereof, to and for his and their own use and benefit, until default should be made in payment of the said annuity of any

RELEASE.

Of an Annuity.
or.

part thereof, at the days and times therein appointed for payment thereof. And in case the said annuity should at any time be in arrear for the space of one year, or if the sum of should at any time be due and owing on account of such arrears, then and in such case, and when the same should so happen, UPON TRUST that they the said (*trustees*) or the survivor of them or his heirs, should as soon after as conveniently might be, by the direction of the said (*grantees*) their executors, administrators, and assigns (signified in writing under their hands and seals, and without the interposition and assent of the said (*grantor*) his heirs or assigns) by public auction, upon reasonable notice to be given for that purpose, make sale, and absolutely dispose of the said freehold and copyhold manor and hereditaments thereinbefore and hereinafter mentioned, and thereby surrendered and assured unto and to the use of the said (*trustees*) their heirs and assigns, or of any part thereof, for the best price or prices that could be got or attained for the same. AND after paying the said (*trustees*) all costs, charges, damages, and expences, which they should be put to in the execution of the trusts reposed in them, then they the said (*trustees*), and the survivor of them, his heirs, executors, and administrators, should thereout pay to the said (*grantees*) their executors, administrators and assigns, all such arrears of the said annuity of as should then remain due and unpaid. And after the several deductions and payments aforesaid, then that they the said (*trustees*) or the survivor of them, his heirs, executors, or administrators should, as soon as conveniently

RELEASE.

Of an Annuity,
&c.

might be, lay out and invest the residue of the money to arise from such sale or sales, in the purchase of stock in some of the public stocks or funds in Great Britain, or other securities in England at interest, in their or his names or name, and should stand and be possessed of and interested in the said stocks, funds and securities so to be purchased; UPON TRUST by and out of the interest, dividends, and produce of the said stocks, funds and securities, to pay to the said (*grantees*) their executors, administrators and assigns, or otherwise should authorise and empower them to receive, for and during the lives of the said (*grantees*) as aforesaid, and the life of the survivor of them, the said annuity or yearly sum of in the manner herein mentioned, and such proportionable part, to the day of the decease of this survivor of them the said (*cestui que vies*) as aforesaid, and should, during the joint lives of the said (*cestui que vies*) and the survivor of them, pay and apply the residue of the interest and dividends unto the said (*grantor*) his executors, administrators and assigns; and from and after the decease of them the said (*cestui que vies*) and payment of all arrears of the said annuity or annual sum of , and such proportionable part thereof as aforesaid, UPON TRUST to transfer and assign the said stocks, funds and securities unto the said (*grantor*) his executors, administrators and assigns, to and for his and their own use and benefit. And in the said indenture now in recital is contained a proviso or power enabling the said (*grantor*) his heirs, executors and administrators, to re-purchase the said annuity or rent charge of thereby granted; on giving unto the said

(*grantees*) their executors, administrators and assigns, seven days notice; and at the end of such seven days, paying unto the said (*grantees*) their executors, administrators and assigns, the sum of

RELEASE.

Of an Annuity,
 &c.

and on payment of all arrears of the said annuity up to the time of such re-purchase. AND WHEREAS the said (*grantor*) by his bond or obligation in writing, bearing even date with the recited indenture became bound to the said (*grantees*) their executors, administrators and assigns, in the penal sum of

Of bond as a
 collateral security.

conditioned for payment of the said annuity of by the recited indenture granted; and the said (*grantor*) by a warrant of attorney bearing even date with the said bond, authorised certain attorneys of His Majesty's Court of Common Pleas, to enter up judgment in an action of debt upon the said bond, for the said sum of as a further security for payment of the said annuity, as by the said indentures, bond, and warrant of attorney, relation being thereto respectively had, will more fully appear.

Also warrant of
 attorney to
 confess a judgment.

AND WHEREAS the sum of the consideration money paid by the said (*grantees*) for the purchase of the said annuity of was on the said day of actually paid by them to the said (*grantor*) in notes of the Bank of England, in manner following, (that is to say) the sum of by the said (*one of the grantees*) and by the said (*other grantee*) the receipt whereof he the said (*grantor*) did and still doth hereby acknowledge, and of and from the same, and every part thereof doth acquit, release, and discharge the said (*grantees*) their and each of their heirs, executors and administrators for ever, by these presents, and which said payments were

That consideration was actually paid, &c.

RELEASE.

*Of an Annuity,
do*

*Of treaty for
this present
substitution
and release.*

*And that all ar-
rears of old an-
nuity shall be
paid up,*

*and annuity
and all securi-
ties released,*

made in the presence of _____ as by the re-
ceipt and attestation of _____ indorsed on
the said indenture of the said _____ day of _____
will more fully appear. AND WHEREAS the said
(*grantor*) being desirous of preventing the said
manor and hereditaments from being sold, not-
withstanding the annuity may become in arrear,
hath requested the said (*grantees*) to relinquish
the benefit of the power and trusts vested in the
said (*trustees*) for sale of the same, and which
they the said (*grantees*) have accordingly acceded
to. AND as an inducement for complying with
such request, it was at the same time agreed be-
tween the said parties, that the terms or condi-
tions on which the said annuity is by the said deed
to be re-purchased by the said (*grantor*) should
be varied, and that the said annuity should be
subject to be re-purchased by the said (*grantor*)
his heirs, executors, or administrators, on his or
their transferring into the names of the said
(*grantees*) their executors or administrators, so
much or such part of the _____ per cent. consol.
Bank annuities as the said sum of _____ the
money paid for the purchase of the said an-
nuity, would on the said _____ day of _____
last past, have actually purchased. AND it is
hereby agreed by and between the said parties to
these presents, that all arrears of the said annuity
shall be paid up to the day of the date of these
presents, and that the said (*grantee*) shall release
unto the said (*grantor*) the said annuity or rent
charge of _____ so granted as aforesaid, and all
securities for enforcing payment thereof; and that
thereupon the recited deeds, bond, and warrant
of attorney, shall be delivered up and be cancelled,

and be from thenceforth considered and taken as null and void; and that thereupon the said (*grantor*) shall grant unto the said (*grantees*) an annuity or yearly rent charge of _____ for and during the joint lives of the said (*grantees*) and the live of the survivor of them, to be payable in lieu and stead of the said annuity, so to be by them released as aforesaid. AND such annuity or rent charge so to be granted or substituted as aforesaid, should be secured and made liable and subject to such proviso for repurchase as hereinafter mentioned. AND WHEREAS all arrears of the said annuity of _____ by the recited indenture granted, hath been paid up to the day of the date of these presents. NOW THIS INDENTURE WITNESSETH, that in pursuance and performance of the said agreement on the part of the said (*grantees*) and in consideration of the grant, covenants, and undertakings hereinafter made and entered into by the said (*grantor*), they the said (*grantees*) HAVE, and each of them HATH remised, released, and for ever quitted claim; and by these presents do and each of them BOTH remise, release, and for ever quit claim unto the said (*grantor*) the said annuity or rent charge of _____ which in and by the said indenture of the _____ day of _____ last past, was by the said (*grantor*) granted unto the said (*grantees*) as aforesaid, and all powers and authorities whatsoever for recovering and receiving the same. AND all the estate right, title, interest, property, claim and demand whatsoever, at law and in equity, of them the said (*grantees*) and of each of them, of, in, to, or out of the same, and every part thereof, TO THE INTENT AND PURPOSE that the same annuity

RELEASE.

Of an Annuity;
&c.and another
annuity be substituted.That all arrears
have been paid.

The release;

RELEASE.

Of an Annuity,
&c.

And declara-
tion that all
powers and se-
curities shall be
null and void.

Grant of ano-
ther annuity.

or rent charge may now cease and determine ;
and that the said manor and hereditaments so
charged with the payment thereof, and the said
(*grantor*) his heirs, executors, and administrators,
may be for ever wholly released, exonerated, and
discharged therefrom. **AND THIS INDENTURE**
FURTHER WITNESSETH, and it is hereby expressly
declared and agreed by and between the said
parties to these presents, that all and every the
powers and authorities by the said indenture of
the day of last past, given or vested
in the said (*trustees*) their heirs, executors, and
administrators, for the sale and disposition of the
said freehold and copyhold premises, and the
trusts thereby declared, as to the application of
the money to arise from the sale of the said manor
and hereditaments, and generally that the same
deed, bond, and warrant of attorney, and every
clause, matter, and thing therein contained, shall
from thenceforth be, and be considered as null and
void to all intents and purposes whatsoever. **AND**
THIS INDENTURE FURTHER WITNESSETH, that in
pursuance of the said agreement on the part of
the said (*grantor*) and in consideration of the
sum of of lawful money of the united king-
dom, &c. which at the time of the execution of
the said indenture of the day of last
past, was actually paid by the said (*grantees*)
to the said (*grantor*) as aforesaid ; **AND ALSO**,
for and in consideration of the release of the said
annuity or rent charge by the said recited inden-
ture of the day of last past, granted ;
and for and in consideration of the sum of .
of lawful money as aforesaid, by the said (*gran-*
tees) to the said (*grantor*) well and truly paid at

or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, He the said (*grantor*) HATH granted, bargained, sold, and confirmed, and by these presents, ~~doth~~ grant, bargain, sell, and confirm unto the said (*grantees*) their executors, administrators and assigns, for and during the joint lives of the said (*cœtui que vics*) and the life of the survivor of them, ~~one~~ ANNUITY or clear yearly rent charge of of lawful money, &c. charged and chargeable upon, and to be yearly issuing and payable out of, and had, received, and taken by them the said (*grantees*) their executors, administrators, and assigns, out of and from ALL that the manor or reputed manor of in the parish of

in the county of with the rights, members, and appurtenances, AND ALSO all and singular the messuages, tenements, closes, lands, meadows, pastures, grounds, and appurtenances whatsoever to the said manor or reputed manor belonging, or in any wise appertaining, situate, lying, and being in or within the said parish of

, and all other the freehold manor, messuages, lands, tenements, and hereditaments, and parts and shares of messuages, lands, tenements, and hereditaments whatsoever, of him, the said (*grantor*) of, in, to, or which he or any person or persons IN TRUST for him, now are or is seised, possessed, interested, or entitled to, of or for any estate of freehold or inheritance in possession, reversion, remainder, or expectancy, situate, lying, or being, in or within the said parish of AND ALSO all those customary or copyhold tenements, and premises hereinafter described, (that is to say) ALL those, &c.

RELEASE.

Of an Annuity,
&c.

RELEASE. To HAVE, HOLD, receive, and enjoy the said annuity or clear yearly rent charge of _____ hereby granted unto the said (*grantees*) their executors, administrators, and assigns, for and during the joint lives of the said (*cestui que vies*) and the life of the survivor of them, and to be paid and payable quarterly at or in the common dining hall of Lincoln's Inn in the county of Middlesex, on the days and times following, (that is to say) on the _____ day of _____, the _____ day of _____, the _____ day of _____, and the _____ day of _____, by even and equal quarterly payments, the first payment thereof to be made on the _____ day of _____ next, together with a proportionable part of the said annuity or yearly rent charge of _____, for so much of the quarter of a year wherein the survivor of them the said _____ shall happen to die from the commencement of such quarter of a year up to the day of the decease of the survivor of them the said (*cestui que vies*); and all the said payments to be made free and clear and without any abatement whatsoever out of the same, or any part thereof, for or in respect or on account of any taxes, rates, charges, assessments, or impositions whatsoever already taxed, charged, or imposed upon the manor, messuages, lands, tenements, hereditaments and premises so hereby charged with the payment of the said annuity or yearly rent charge of _____, or any part thereof, or upon the said (*grantees*) their executors, administrators, and assigns, in respect thereof by authority of parliament or otherwise howsoever. And the said (*grantor*) for himself, his heirs, executors, and administrators, doth hereby grant, covenant, and

Usual power of distress.

agree to and with the said (*grantees*) their ex-
 cutors, administrators, and assigns, that if it
 shall happen that the said annuity or yearly rent
 charge of _____, or any part thereof, shall at

RELEASE.
 Of an Annuity,
 &c.

any time or times be behind and unpaid by the
 space of twenty-one days next over or after
 either of the said days hereinbefore appointed for
 payment thereof, then and from thenceforth and
 in every such case it shall and may be lawful to
 and for the said (*grantees*) their executors, admi-
 nistrators, and assigns, in, to, and upon all and
 every or any of the said manor, messuages, lands,
 tenements, hereditaments, and premises, out of
 which the said annuity or yearly rent charge of

hereby granted, is made issuing and pay-
 able as aforesaid, or intended so to be, or any
 part thereof, to enter and distrain for the same
 annuity or yearly rent charge of _____, and all
 arrears thereof which shall at any time be be-
 hind and unpaid, and the distress and distresses
 then and there found, to take, lead, drive, carry
 away, and in pound to detain and keep until the
 said annuity or yearly rent charge of _____,
 and all arrears thereof so unpaid, and all costs,
 charges, damages, and expences attending the
 taking and keeping such distress or distresses,
 shall be fully paid and satisfied; and in default
 of payment and satisfaction thereof, or of any
 part thereof in due time after any such distress
 or distresses shall be taken as aforesaid, to ap-
 praise and sell or cause to be appraised and sold,
 and to dispose of the same distress or distresses,
 or otherwise to act therein according to law, and
 in like manner as in case of distresses taken for
 non-payment of rent reserved by common leases or

RELEASE.
Of an Annuity,
&c.

Usual power of
 entry.

demises, To THE END AND INTENT that thereby the said (*grantees*) their executors, administrators, and assigns, shall and may be fully satisfied and paid the said annuity or yearly rent charge of , and every part thereof, when and as the same shall become payable ; and all costs, charges, damages, and expences to be sustained by reason of the non-payment thereof, or any part thereof ; AND ALSO that in case the said annuity or yearly rent charge of , or any part thereof, shall at any time or times be behind or unpaid by the space of forty days next over or after either of the said days hereinbefore appointed for payment thereof as aforesaid, that then and so often and from time to time as the same shall so happen, and in every such case, it shall and may be lawful to and for the said (*grantees*) his executors, administrators, and assigns, although no former or other demand shall be made of the said annuity or yearly rent charge of , and the arrears thereof, into and upon all and singular the said hereditaments whereout the said annuity or rent charge is made issuing and payable as aforesaid, or any of them, or any part thereof, in the name of the whole, to enter, or the same or any part thereof to have, hold, and enjoy ; and the rents, issues, and profits thereof, to have, receive, and take, to and for his and their own use and benefit, until thereby, or therewith, or otherwise, the said (*grantees*) his executors, administrators, and assigns shall be fully paid and satisfied the said annuity or yearly rent charge of , and every part thereof, and all arrears thereof which shall be due and in arrear at the time of such entry, or which shall afterwards grow or become

due during his or their being in possession; and all sums of money, costs, charges, and expences which he or they shall or may be put unto, or in any wise sustain by reason of the non-payment thereof, or of any part thereof on the said days and times whereon the same ought to be paid as aforesaid, contrary to the true intent and meaning of these presents, such possession when taken to be without impeachment of or for any manner of waste. AND THIS INDENTURE FURTHER WITNESSETH, that in further pursuance of the said agreement, and for the better securing the payment of the said annuity or yearly rent charge of

RELEASE.
Of an Annuity,
&c.

hereinbefore granted, or mentioned or expressed so to be; and also for and in consideration of the sum of 10*l.* of lawful money, &c. to the said (*grantor*) paid by the said (*trustee*) at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, HE the said (*grantor*) HATH granted, bargained, sold, and demised, and by these presents DORN, at the request of the said (*grantees*) (testified by their being parties to and sealing and delivering these presents) grant, bargain, sell, and demise unto the said (*trustee*), ALL that and those the said manor or reputed manor and freehold messuages, lands, tenements, hereditaments and premises hereinbefore particularly mentioned and described, or referred to or charged with the payment of the said annuity, yearly rent charge, or sum of ; TOGETHER with all houses, outhouses, edifices, buildings, barns, stables, dovecotes, gardens, orchards, backsides, hedges, ditches, mounds, fences, trees, woods, underwoods, and the ground and soil thereof, ways,

WHEREAS. paths, passages, waste grounds, furzes, fens, moors, marshes, commons and common of pasture and turbary, waters, watercourses, streams, mill-ponds, wharfs, tithings, wreck of the sea, rents, sewers, courts leet, courts baron, perquisites, and profits of courts, views of frankpledge, and all that to view of frankpledge doth belong, fines, amerciaments, reliefs, excheats, waifs, estrays, goods and chatties of felons and fugitives, outlawed persons, deodands, and all other rights, royalties, emoluments, franchises, jurisdictions, profits, commodities, enrolments, advantages, hereditaments, rights, members, and appurtenances whatsoever to the said manor or reputed manor, messuage, lands, tenements, hereditaments, and premises belonging or in any wise appertaining, or to or with the same, or any part thereof, commonly held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof; AND the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of all and singular the said manor or reputed manor, messuages, lands, tenements, hereditaments, and premises hereby granted and released, or mentioned or intended so to be, or any part or parcel thereof; AND all the estate right, title, interest, use, trust, possession, property, claim, and demand whatsoever, of him the said (grantor) of, into, or out of, the said manor or reputed manor, messuages, lands, tenements and hereditaments hereinbefore expressed to be hereby granted and demised, or mentioned or intended so to be; and every part and parcel thereof. TO HAVE AND TO HOLD the said manor, messuages, lands, tenements, and

hereditaments, and all and singular other the ^{RENTAGE.}
 premises hereinbefore expressed to be hereby ^{of an Annuity,}
 granted and demised, or intended to to be, ^{&c.}
 with their and every of their appurtenances, unto
 the said (*trustee*) his executors, administrators,
 and assigns, from, for, and during, and unto the
 full end and term of years from hence-
 forth next ensuing and fully to be compleat and
 ended, UPON THE TRUSTS nevertheless, and, for
 the ends, intents, and purposes hereinafter ex-
 pressed, (that is to say) UPON TRUST to permit
 and suffer the said (*grantor*) and his assigns, to
 receive and take the rents, issues, and profits of
 the said manor, messuages, lands, tenements, he-
 reditaments, and premises hereinbefore expressed
 to be hereby granted and demised, or intended, so
 to be, to and for his and their own use and bene-
 fit, until default shall be made in payment of the
 said annuity or yearly rent charge of here-
 inbefore granted, or some part thereof, at some
 of the days or times hereinbefore appointed for
 payment thereof; BUT UPON THIS FURTHER ^{Afterwards}
 TRUST, that in case the said annuity or yearly ^{to satisfy are}
 rent charge of , or any part thereof, shall ^{years.}
 be behind and unpaid by the space of twenty
 days next over or after any of the said days
 whereon the same is hereinbefore limited and
 appointed to be paid as aforesaid, then and in
 such case the said (*trustee*) his executors, admi-
 nistrators, and assigns, do and shall from time to
 time by and out of all and singular the said
 manor, messuages, lands, tenements, heredita-
 ments, and premises hereinbefore expressed to be
 hereby demised, or intended to to be, and the
 rents, issues, and profits thereof, or by demising,

RELEASE, leasing, selling, or mortgaging the same, or
 Of, *an Annuity*, any of them, for all or any part of the said
 &c. term of years determinable as aforesaid, or
 by such other ways and means as to him the said
 (*trustee*) his executors, administrators, and as-
 signs shall seem meet, to raise and levy such sum
 and sums of money as shall be sufficient from time
 to time to pay and satisfy the said annuity or
 with costs, &c. yearly rent charge of , or so much thereof
 as shall be behind and unpaid, with all such
 costs, charges, and expences as he the said (*trustee*) his executors and administrators shall sustain
 or be put unto by reason of the non-payment of
 the said annuity or yearly rent charge of ,
 or any part thereof, at the days and times and in
 the proportions hereinbefore mentioned and ap-
 pointed for payment thereof, and do and shall
 pay the monies arising therefrom in payment and
 satisfaction thereof accordingly; AND shall and
 do permit and suffer the said (*grantor*) and his
 assigns, to receive and take the residue and over-
 plus of the said rent or profits after paying and
 satisfying the said annuity, and all arrears thereof,
 and all such costs, charges, and expences as afore-
 said, to and for his and their own use and benefit.

and then for
grantor.

Usual proviso
of cesser.

PROVIDED ALWAYS, that from and after the de-
 cease of the survivor of them the said (*grantees*)
 and from and after the payment of all arrears
 which may be then due of the said annuity or
 yearly rent charge of , and of all such da-
 mages, costs, charges, and expences as aforesaid,
 and all other the costs, charges, and expences which
 the said (*trustee*) his executors, administrators, and
 assigns, or any of them, shall sustain or be put
 unto in or about the execution of the said trusts,

the said term of years shall cease, deter-
mine, and be utterly void, any thing hereinbefore
contained to the contrary thereof in any wise not-
withstanding. AND THIS INDENTURE FURTHER
WITNESSETH, that for the consideration and pur-
poses aforesaid, he the said (*grantor*) for him-
self, his heirs, executors, and administrators, doth
covenant and agree with the said (*trustee*) his
executors, administrators, and assigns, that he
the said (*grantor*) or his heirs shall and will, at
his and their own costs and charges, at the next
court baron or customary court to be holden for
the manor of , well and effectually sur-
render, or cause or procure to be surrendered
into the hands of the lord of the said manor ac-
cording to the custom thereof, ALL THOSE cus-
tomary or copyhold tenements and premises here-
inbefore particularly mentioned and described,
and so charged with the payment of the said
annuity or rent charge of hereinbefore
granted, with their appurtenances, To the use
of the said (*trustee*) his heirs and assigns for ever,
at the will of the lord, according to the custom
of the said manor. AND it is hereby expressly
declared and agreed by and between the said
parties to these presents, that he the said (*trustee*)
his heirs and assigns, shall be seized of and
interested in the said copyhold premises so cove-
nanted to be surrendered as aforesaid, upon the
same or the like trusts, intents, and purposes as are
hereinbefore expressed and declared of and con-
cerning the said term of years hereinbefore
granted to the said (*trustee*) as aforesaid, or as near
as may be. AND the said (*grantor*) for himself,
his heirs, executors, and administrators, doth cove-

RELEASE

Of an Annuity.

Covenant to
surrender co-
pyhold,of said manor
to be used

To similar uses.

RELEASE.
Of an Annuity,
&c.

Covenant to
pay annuity.

Hath powers to
charge

and demise,

and surrender.

For quiet en-
joyment,

nant, promise and agree, to and with the said (*gran-
tees*) their executors, administrators and assigns,
by these presents, in manner following, (that is
to say) that he the said (*grantor*) his heirs, ex-
ecutors and administrators, shall and will well
and truly pay, or cause to be paid unto the said
(*grantees*) their executors, administrators and
assigns, the said annuity or clear yearly rent
charge of of lawful money, of &c. free and
clear from all taxes, charges, rates, assessments,
or deductions whatsoever out of the same or any
part thereof, at the days and times, and in the
proportions hereinbefore mentioned and appointed
for payment thereof, together with such propor-
tionable part of the said annuity, for so many days
as shall elapse from the last day of payment to the
day of the decease of the survivor of them the said
(*cestui que vies*). AND that he the said (*grantor*)
now hath in himself good right, full power, and
lawful and absolute authority, to charge and
make chargeable the hereditaments and premises
aforesaid, with the payment of the said annuity
or yearly rent charge, and to grant and demise
the said freehold hereditaments and premises
hereby granted and demised unto the said (*trust-
ee*) for the term of years, in manner and
form aforesaid, and to surrender the said copy-
hold premises to the use of the said (*trustee*).
AND that the same freehold and copyhold pre-
mises, and every part thereof, shall and may ac-
cordingly be peaceably and quietly had, held,
and enjoyed without the let, suit, trouble, denial,
molestation, eviction, ejection, interruption, claim,
and demand whatsoever, of or by him, the said
(*grantor*) or any other person or persons whom-

soever; and that free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise by him the said (*grantor*) his heirs, executors or administrators, well and sufficiently saved, kept harmless and indemnified, of, from, and against all former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, intails, recognizances, judgments, statutes, extents, executions, elegits, rents, and arrears of rent, annuities, legacies, charges, and incumbrances whatsoever, already had, made, done, committed, executed, or suffered by the said (*grantor*) or any other person or persons whomsoever. AND FURTHER, that he the said (*grantor*) and his heirs, and all and every other person or persons whomsoever, having or lawfully claiming, or who shall or may have or lawfully claim, any estate right, title, or interest, of, into, or out of the said hereditaments and premises so charged and demised, or intended so to be as aforesaid, or any of them, or any part thereof, shall and will from time to time, and at all times hereafter during the lives of the said (*cestui que vies*) upon every reasonable request of them the said (*grantees*) their executors, administrators and assigns, but at the proper costs and charges in the law of him the said (*grantor*) his heirs, executors, and administrators, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other act and acts, deed and deeds, thing and things, devises, conveyances, and assurances in the law whatsoever, for the further, better, more effectually and absolutely subjecting and charging

RELEASE.

~~Of an Annuity,~~~~to the use of the~~~~of the~~~~of the~~

free from the

incumbrances.

For further assurance.

RELEASE.

3227

Of an Annuity,
etc.

Recital of a term outstanding, and declaration that trustee shall stand possessed thereof for securing the annuity, and to attend the inheritance.

the said freehold and copyhold hereditaments and premises, and every part and parcel thereof with the payment of the said annuity or yearly rent charge of _____ as aforesaid, and with such powers and remedies for recovering or compelling payment thereof as hereinbefore is mentioned. AND, for the further, better, and more effectually granting and demising of the said hereditaments and premises hereby granted and demised, or intended so to be and every part thereof, for the term of _____ years, or so much thereof as shall then be unexpired, as by the said (*grantees*) their executors, administrators, and assigns, or his or their counsel learned in the law, shall be reasonably devised, or advised and required. AND WHEREAS by indenture bearing date on or about the _____ day of _____ last, and made or expressed to be made between (*assignor of old term*) therein described of the first part; the said (*grantor*) of the second part; and the said (*assignee and trustee of old term, party hereto*) of the third part; the residue of a certain term of _____ years, created of the said manor and premises hereinbefore released by a certain indenture therein referred to, bearing date the _____ day of _____ was assigned to the said (*trustee*) his executors, administrators, and assigns, in trust for the said (*grantor*) his heirs and assigns, and to be assigned as he or they shall direct, and in the mean time to permit the said term of _____ years, to attend upon and be subservient to the freehold inheritance of the premises therein comprised, in order to protect the same from all means incumbrances. Now THIS INDENTURE

executors, administrators, or assigns, shall not
 or either of them, their, or either of their heirs,
 and administrators, that they the said (Grantee),
 agree with the said (Grantor) his heirs, executors,
 tators do, and each of them doth, covenant and
 themselves, their heirs, executors, and adminis-
 trators. And therefore the said (Grantee) for himself
 according to the true intent and meaning of these
 or yearly rent charge of hereby granted,
 security only for the payment of the said annuity
 judgment shall from henceforth remain, and be a
 indenture further witnesseth that the said
 sum of debt and costs. Now this conditional
 an action of debt by the said (Grantee) for the
 Bench at Westminster, as of term last in
 a judgment in his Majesty's Court of King's
 the said (Grantor) hath or doth intend to confess
 prances, if any such there be. And whereas ^{judgment,} ^{residue of a}
 order to protect the same against means incum-
 frehold, and inheritance of the said premises, in-
 tend upon and be subservient to the reversion,
 in trust, to be wit and suffer the same term to st-
 ed for the payment thereof, and subject thereto,
 the times and in the manner hereinafore abjoin-
 said annuity or yearly rent charge of at
 for the better securing the payment of the
 term of years in trust in the first place
 possessed of and interested in the residue of the
 and administrators, shall and will stand and be
 declare that he the said (Trustee) his executors
 assign and delivering these presents), agree and
 rection of the said (Grantor), (testified by his
 the premises, the said (Trustee) doth, by the di-
 further witnesseth that in consideration of

do
 of the
 witnesses
 at the
 15th day of

RELEASE. nor will, until default shall be made in payment
Of an Annuity, of the said annuity or rent charge of hereby
&c. granted, or some part thereof, contrary to the
 true intent and meaning of these presents, sue forth
 and prosecute any writ or writs of execution upon
 the said judgments, nor in any wise sue, interrupt
 or molest the said (*grantor*) his heirs, executors,
 or administrators, in his or their persons, or in
 the quiet enjoyment of his or their lands or tene-
 ments, goods, and chattels, by reason or means of
 the said judgment, (save as aforesaid). **AND ALSO**
 that after the said annuity or rent charge of
 hereby granted shall cease, and all arrears thereof,
 and all costs, charges and expences relating thereto,
 shall be fully paid and satisfied, according to the
 true intent and meaning of these presents, they the
 said (*grantor*) their executors, administrators,
 or assigns, shall and will, upon the request, and
 at the costs and charges of the said (*grantor*) his
 heirs, executors, administrators, or assigns, ac-
 knowledge satisfaction upon the record of the
 aforesaid judgment. **WHEREAS**, on the said
 day of last past, the average price of three per
 centum consolidated Bank annuities, was
 for each stock, at which rate the sum of
 would on that day have actually purchased the
 sum of three per centum consolidated Bank
 annuities. **NOW THEREFORE IT IS HEREBY PRO-**
VIDED, declared and agreed, by and between the
 said parties to these presents, that if the said
 (*grantor*) his heirs, executors, or administrators,
 shall at any time hereafter be desirous of repur-
 chasing and determining the said annuity or rent
 charge of . . . ; **AND shall, at or upon any of**

And for enter-
 ing satisfaction
 on the judg-
 ment after pay-
 ment.

Terms of re-
 purchase.

the days of payment hereinbefore mentioned, give or cause full months previous notice in writing of such his or their intention to be given or left for the said (*grantees*) or the survivor of them, his executors or administrators, at their most usual place of abode, then upon transferring or causing to be transferred unto the names of the said (*grantee*) their executors, administrators, or assigns, in the books of the Governor and Company of the Bank of England, the sum of , three per centum consolidated Bank annuities, for their use and benefit, and upon payment of all arrears of the said annuity or rent charge due and computed to the time specified in such notice, then and in such case the said annuity or rent charge hereby granted, shall determine. AND the said term of years, as also the said copyhold premises shall, at the costs and charges of the said (*grantor*) his heirs, executors and administrators, be merged and surrendered, and satisfaction shall be entered on the aforesaid judgment, or the same annuity and remedies for recovering the same, and the said term of years, and judgment shall, at the expence of the said (*grantor*) his heirs, executors and administrators, be assigned and conveyed to such person or persons, in such manner as the said (*grantor*) shall direct or appoint; any thing herein contained to the contrary notwithstanding. PROVIDED LASTLY, and it is hereby mutually covenanted, agreed, and declared, by and between the said (*grantees*) that no benefit of survivorship shall be had or taken by them or either of their heirs, executors, administrators or assigns, in respect of the said annuity

RELEASE.

Of an Annuity,
&c.No benefit of
survivorship.

RELEASE,

Of an Annuity,
&c.

or rent charge hereinbefore granted and secured, but that the survivor, his executors or administrators, and the trustees aforesaid, shall stand possessed of and interested in the said annuity or rent charge, and the securities for the same, IN TRUST for the part or share of the other of them therein, for the executors or administrators of the party dying first, in the same manner as such deceased party was entitled to whilst living, without any regard to the one surviving the other. IN WITNESS, &c.

FINES AND RECOVERIES.

FINES AND
RECOVERIES.By an Infant.

No. XXXIV.

Introduction to the Uses of Fines and Recoveries on the Marriage of an Infant, who is enabled, by Act of Parliament, to acknowledge Fines and suffer Recoveries during his Minority.

THIS INDENTURE, QUINQUEPARTITE, made, &c.
 BETWEEN (the father of intended husband) (the Parties.
intended husband) only son and heir apparent of
 the said (father,) (two maiden ladies) only daughters
 of the said (father) by, &c. his first wife,
 deceased, of the first part; (four gentlemen)
 executors of the last will and testament of, &c.
 a surviving trustee of a term of 1000 years men-
 tioned in the indenture quadrupartite hereinafter
 recited, of the second part; (the father of in-
 tended wife) and the said (wife) of the third part;
 (cognizees of the fine as well as trustees to support
 contingent remainders) of the fourth part, and
 (trustees of terms for securing daughters' por-
 tions) of the fifth part. WHEREAS by an act of
 parliament made and passed this present session
 of parliament, intituled 'An Act to enable (the
 intended husband) only son of, &c. to acknowledge
 fines and suffer recoveries while he is under the
 age of twenty-one years;' AFTER RECITING that
 by indenture quadrupartite of release bearing
 date the day of , and made or in-
 tended to be made between, &c. the manor, mes-
 suages, lands, tenements, and hereditaments in
 the several counties of and

Recites an act
 of parliament
 intituled 'An
 Act to enable
 intended hus-
 band to ac-
 knowledge
 fines and suffer
 recoveries,
 while he is
 under age,' and
 whereby after
 reciting his
 father's mar-
 riage settle-
 ment whereby
 estates are
 limited to fa-
 ther for life,
 remainder to

**JOINTS AND
RECOVERIES.**

By an Infant.

his first and
every son by
that marriage
in tail male,
with remainder
to his right
heirs.

And after recit-
ing certain ar-
ticles on a se-
cond marriage
whereby the
father cove-
nants, that on
failure of issue
male as afore-
said, the afore-
said premises
should go to the
heirs male of
the second
wife by him-
self, and for
want of such
issue to his own
right heirs

hereinafter particularly mentioned, and all other the estate of the said (*father*) in possession or reversion in the said several counties of and , or either of them, were conveyed to the use of the said (*father*) for life, without impeachment of waste, with remainder to his first and every other son by that marriage in tail male, with remainder to the use of the right heirs of the said (*father*) for ever. AND that by articles indented made the day of , in the year of our Lord , between the said (*father*) of the first part, (*his then intended and afterwards second wife*) by the name of, &c. of the second part, and (*certain trustees*) of the third part, in consideration of a marriage then intended and afterwards had and solemnized between the said (*father*) and (*his then intended wife*); the said (*father*) did covenant and agree with the said (*trustees*) their heirs, executors, and administrators, that upon the failure of issue male of his body (on the body of the said, &c. his first wife) that then and in such case all and singular the manors, messuages, lands, tenements, and hereditaments of the said (*father*) in the said indentures quadrupartite mentioned, expressed, and declared, should be and enure, and were thereby declared to be and enure, to the use of the heirs male of the body of the said (*the intended wife*) by the said (*father*) to be begotten; and for want of such heirs, to the use of the right heirs of the said (*father*) for ever. AND

And to convey certain fee farm rents to him-
self for life,
remainder to
the heirs of her
body by him-
self, remainder
to her for life,
remainder to
his own right
heirs.

ALSO, to convey and assure all his fee-farm rents in and elsewhere in the county of which he purchased of, &c. To the use of him-
self for life; and from and after his decease, To the use of the heirs of the body of the said (*the*

intended wife) by the said (*father*) to be begotten; and for want of such heirs, then to the said (*the intended wife*) for her life, and from and after her decease, then to the right heirs of the said (*father*) for ever. AND THAT the said (*second wife*) was since dead, leaving no issue but the said (*present intended husband*), and the issue male of the said (*first wife*) were all dead without issue male; and that the said (*husband*) being the only issue male of the said, &c. who was therefore desirous to marry him, and was in a treaty for that purpose, but could not make settlements of any of the said estates before mentioned, by reason of his being under age. IT IS ENACTED, that it should and might be lawful, to and for the said (*intended husband*) to join with the said (*father*) in the levying fines and suffering recoveries of all and singular the said manors; messuages, lands, tenements, and hereditaments hereinbefore mentioned by such apt names, quantities and qualities as for that purpose should be thought requisite according to the usual course and method of levying fines and of suffering of recoveries used and approved in his Majesty's Court of Common Pleas at Westminster; AND ALSO to execute any deed or deeds to declare the uses of such fines and recoveries as shall for that purpose be thought requisite and convenient; AND that all and every such fines and common recoveries so levied, had, suffered and executed, and all such deed or deeds executed by them the said (*father*) and the said (*intended husband*) and the uses thereby declared, should be and remain good and effectual in law, to all intents and purposes, and subject to such powers, provisions, trusts, limitations and agree-

FINES AND
RECOVER-
RIES.

By an Infant.

And after reciting that the second wife was dead, leaving no other issue than intended husband;

And that the father wished to marry the son, but could make no settlement.

It is enacted that son might join with father in levying fines, and suffering recoveries of the premises,

and declare the uses thereof, and that such fines, &c. should be as effectual as if the son were of full age.

FINES AND
RECOVERIES.

By an Infant.

And should be
enjoyed ac-
cordingly by
all persons
claiming, &c.And after cer-
tain other re-
citals.

ments, as should be thereof limited, declared, and agreed by and between the parties to such deed or deeds as if the said (*intended husband*) were of full age, any law or statute to the contrary thereof in anywise notwithstanding; AND that all persons claiming or to claim any estate, use, trust, or limitation, by virtue of any declaration of use or uses, trust, power, proviso, or limitation therein contained, should hold and enjoy the same against the said (*father*) and all claiming or to claim, by, from, or under him, and against the said (*intended husband*) and the heirs male and the heirs of his body, and against the right heirs of the said (*father*) or any claiming or to claim, by, from, or under them or any of them.

AND AFTER FURTHER RECITING in the said act, that the said (*father*) being tenant for life, with remainder in tail to the said (*intended husband*) of divers manors, lands and hereditaments in the county of _____ and town and county of _____ which, by reason of the minority of the said (*intended husband*) he could not then settle on the first and every other son in tail of the said intended marriage, yet in consideration that the said (*father*) had made himself only tenant for life of his whole estate, and besides the settlement thereout made on his son in present, had agreed out of the marriage portion he is to receive, to discharge the provision made for his daughters by his first wife, and all incumbrances thereon, amounting to above _____ in recompence whereof the said (*intended husband*) did promise and agree to settle the said estate in _____ and _____ to the said (*father*) for his life, dispunishable of waste; Then to the said (*intended husband*) for

life in like manner, and to trustees to preserve contingent uses, with remainder to the first and every other son of the said (*intended husband*) successively in tail, and a power to be reserved to him to make a jointure for a second or other wife, and to charge the same with portions and maintenance for his younger children. IT IS FURTHER ENACTED, that the said (*intended husband*) should join with the said (*father*) if living, or otherwise should himself suffer recoveries of the said manors and lands in and within months after he shall attain his age of years, and execute such deed or deeds as shall be thought requisite for declaring the uses of such recoveries as before recited, as in and by the said recited act of parliament, indenture and articles, relation being thereunto respectively had (among other things) more fully and at large doth and may appear. AND WHEREAS a marriage is intended, by the grace of God, to be shortly had and solemnized, by and between the said (*intended husband*) and the said (*intended wife*.) NOW THIS INDENTURE WITNESSETH, that for and in consideration of the said intended marriage; and of the sum of of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency to the said (*two daughters*) in hand well and truly paid by the said (*father of intended wife*) at or before the sealing and delivery of these presents, at the request, and by and with the consent, direction, and appointment of the said (*father of intended husband and said husband*) testified by their being parties to, and their sealing and delivery of these presents in full, for the

**FINES AND
RECOVERIES.**

By an Infant

It is enacted, that said intended husband should join his father in suffering recoveries of last mentioned estates within six months after he shall come of age and declare the uses thereof.

Recites the intended marriage.

Consideration.

FINES AND
RECOVERIES.

By an Infant.

portion of the said (*intended wife*) and also in full of the portions provided and secured for them the said (*two daughters*) by the said term of years, mentioned in the said recited indenture quadrupartite, and of the several sums of and and all and every other sum and sums of money whatsoever, secured or mentioned to be secured, to be paid to them, in and by two several indentures tripartite, the one bearing date the day of which was in the year of our Lord and made between, &c. and the other bearing date the day of which was in the year of our Lord and made between, &c. and in and by the several indentures, deed poll, and bond, in the said two several indentures tripartite, respectively mentioned or recited, and of all and every other sum and sums of money, portion and portions, and yearly and other sums by the said (*father*) charged, directed, or appointed to be raised, or which he the said (*father*) can charge, direct, or appoint to be raised, by virtue of all and every or any the power and powers to him reserved or given in and by the said recited indenture, quadrupartite or otherwise, at any time or times, or upon any contingency or contingencies, or in any manner or wise howsoever, the receipt and payment of which said sum of they the said (*two daughters*) do hereby acknowledge, and the same to be in full of the said portion, provided and secured to be paid to them by the said term of years, mentioned in the said recited indenture quadrupartite, and of the said several sums of and and all and every other sum and sums of money, secured or mentioned to be secu-

red to them by the said two several recited indentures tripartite, and several indentures, deed poll, and bond therein respectively recited, every or any of them, and of all and every other sum and sums of money, portion and portions, and maintenance and maintenances, yearly and other sums directed and appointed to be raised, or which he the said (*father*) hath power to charge, direct, or appoint to be raised, by virtue of all and every or any the power and powers to him reserved, in and by the said indenture quadrupartite or otherwise as aforesaid, and of and from the same respectively, and every part and parcel thereof respectively, do acquit, release, and discharge the said (*father of intended husband, and intended husband, and father of intended wife*) respectively, their respective heirs, executors, administrators and assigns, by these presents, and for the docking, cutting off, and debarring of all intails and estates tail heretofore made or limited, of all or any the manors, lordships, messuages, lands, tenements, or hereditaments hereinafter mentioned, and all and every the reversion and reversions, remainder and remainders thereupon depending and expectant, and for making a jointure and provision of maintenance to and for the said (*intended wife*) in case the said intended marriage shall take effect and she happen to survive the said (*intended husband*) in full recompence, lieu, and bar of her dower, out of the estate of the said (*intended husband*) and for settling, assuring, and conveying of the said manors, lordships, messuages, lands, tenements, hereditaments, and premises hereinafter mentioned with their and every of their rights, members,

FINES AND
RECOVER-
RIES.

By an Infant.

**FINES AND
RECOVERIES.**

By an Infant.

Covenant to
levy two or
more fines.

Parcels.

and appurtenances, To such uses, intents, and purposes, upon such trusts, and subject to such powers, provisoes, limitations, and agreements hereinafter thereof respectively mentioned, limited, and declared ; and also for and in consideration of the sum of apiece of like lawful money as aforesaid, to the said (*father*) (*intended husband*) and (*the two daughters*) in hand well and truly paid by the said (*cognizees*) at or before the sealing and delivery of these presents, the receipts whereof they do hereby respectively acknowledge ; and in pursuance, and by virtue of the said recited act of parliament, **IT IS MUTUALLY COVENANTED, DECLARED, AND AGREED**, by and between all and every the said parties to these presents ; **AND** they the said (*the father, intended husband and the daughter*) do hereby, for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, covenant, promise, and grant, to and with the said (*cognizees*) their heirs and assigns, that they the said (*father, intended husband, and the daughters*) shall and will, by and before the end of this present Trinity Term, acknowledge and levy, in due form of law, before his Majesty's Justices of the Court of Common Pleas at Westminster, two or more several fines *sur conuzance de droit come ceo*, &c. with proclamations to be thereupon had and made, according to the form of the statute in that case made and provided unto the said (*cognizees*) and their heirs or the heirs of one of them, of and concerning **ALL THAT** the manor and lordship, or reputed manor of and all that the manor or reputed manor of situate, lying, or being, in the said

county of with all and every their rights,
members, and appurtenances, and all and every
the messuages, lands, tenements, and heredita-
ments of him the said (*father*) part or parcel, or
reputed part or parcel of the said manors of
and or either of them hereafter

**FINES AND
RECOVERIES.**

By an Infant.

mentioned, (that is to say) ALL, &c. [*Here introduce the remaining parcels.*] AND of and concerning all and singular messuages, mills, houses, edifices, buildings, barns, stables, yards, orchards, gardens, dove-houses, lands, tenements, meadows, feedings, pastures, commons, demesne lands, wastes, furzes, wears, marshes, waters, water-courses, banks, rivers, ponds, pools, fishings, fishing places, and all quit rents and other rents, reversions, services, and rents services, as well of free as customary tenants, of all and every the before mentioned manors, with their appurtenances, and also of all court barons and court leets, view of frankpledge, and all that to view of frankpledge belongeth, perquisites and profits of court leets, and felons goods, goods of fugitives, condemned and outlawed persons, reliefs, escheats, heriots, free warrens, and also all other liberties, franchises, privileges, royalties, casualties, tythes, profits, commodities, emoluments, and hereditaments, with the appurtenances whatsoever, now or at any time heretofore accepted, reputed, taken, known, demised, used, occupied, or enjoyed as part, parcel or member, or in anywise appertaining to any the said several manors and other hereditaments. AND ALSO, of and concerning all those fee farm rents in and elsewhere in the said county of which he the said (*father*) bought of the said, &c. or some other in

General words.

FINES AND
RECOVERIES.By an Infant.The uses of
Fines declared,To father until
the marriage;And afterwards
as to lands in
one county to
intended hus-
band for life.

trust for him, and of the reversion and reversions, remainder and remainders, of all and every the said several manors, messuages, lands, tenements, fee farm rents, hereditaments, and premises, and of every part and parcel thereof, with their and every of their appurtenances, by such apt name and names, quantity and quantities, quality and qualities, number and numbers of acres and other descriptions to ascertain the same as shall be thought most meet and convenient for that purpose; the which said several fines so as aforesaid, or in any other manner to be had and levied by and between the said parties to these presents or any of them, alone or together with any other person or persons of the said manors, lordships, messuages, lands, tenements, fee farm rents, hereditaments, and premises, or any of them alone or together with any other lands, tenements, or hereditaments, shall be and enure, and shall be construed, adjudged, deemed, and taken to be and enure, and so is, are, and were meant and intended, and by all and every the said parties to these presents, and are hereby declared to have been, and to be and enure to the several uses, intents, and purposes, and subject to such powers, provisoes, trusts, limitations, and agreements, hereinafter thereof respectively mentioned, limited, and declared, (that is to say), To THE USE of the said (*father*) and his heirs, until the said intended marriage shall be had and solemnized, and immediately from and after the solemnization of the said intended marriage; THEN as for and concerning all the said manors, lordships, messuages, lands, tenements, hereditaments, and premises, in the said county of

with their and every of their rights, members, and appurtenances, To THE USE AND BEHOOF of the said (*intended husband*) and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, and from and after the determination of that estate, To THE USE of the said (*trustees*) and their heirs, for and during the natural life of the said (*intended husband*) upon trust, to preserve the contingent remainders, hereinafter limited, from being prevented, defeated, or destroyed, and for that purpose to make entries, and bring actions as occasion shall be, or require; yet, nevertheless, to permit and suffer the said (*intended husband*) and his assigns, to receive and take the rents, issues, and profits, of the same manors, messuages, lands, tenements, hereditaments, and premises, during the term of his natural life, and from and after the decease of the said (*intended husband*), To THE USE AND BEHOOF of the said (*intended wife*) for and during the term of her natural life, for her jointure, in full recompence, lieu and barr of all such dower and thirds at the common law, as she the said (*intended wife*) shall, or may have, or claim in, to, or out of all or any the manors, lands, tenements, or hereditaments, of the said (*intended husband*) or whereof or wherein he shall at any time be seized during the coverture between them, in case the said marriage take effect, and that she survive him; and as for and concerning the said manors, lordships, messuages, lands, tenements, fee farm rents, hereditaments, and premises in the said county of . . . with their and every of their rights, members, and appurtenances, immediately from and after the solemnization of the said marriage, to the said

FINES AND RECOVERIES.

By an Infant.

Remainder to trustees to support contingent remainders in the usual form.

Remainder to the use of intended wife for life, in lieu of dower or other claims.

And as to the other premises and fee farm rents,

To father for life.

FINES AND
RECOVER-
IES.By an Infant.Remainder to
trustees, as
aforesaid.Remainder to
husband for
life.Remainder to
trustees to sup-
port ;Then, as to the
intirety,

zation of the said intended marriage, To THE USE AND BEHOOF of the said (*father*) and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste ; and from and after the determination of that estate, then TO THE USE AND BEHOOF of the said (*trustees*), and their heirs, for and during the natural life of the said (*father*) upon trust, to preserve the contingent remainders, hereinafter limited, from being prevented, defeated, or destroyed, and for that purpose to make entries, and bring actions, as occasion shall be or require ; yet, nevertheless, to permit and suffer the said (*father*) and his assigns to receive and take the rents, issues, and profits of the same premises during his life, and from and after the decease of the said (*father*), To THE USE AND BEHOOF of the said (*intended husband*) and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste ; and from and after the determination that estate, then TO THE USE of the said (*trustees*) and their heirs during the natural life of the said (*intended husband*) upon trust to preserve the contingent remainders, hereinafter limited from being prevented, defeated, or destroyed, and for that purpose to make entries and bring actions, as occasion shall be or require ; yet, nevertheless, to permit and suffer the said, (*intended husband*) and his assigns, to receive and take the rents, issues, and profits, of the same premises, during the term of his natural life, and from and after his decease ; THEN as for and concerning, as well all and singular the said manors, messuages, lands, tenements, fee farm rents, and

hereditaments, in the said county of
 and also all and singular the said manors, mes-
 suages, lands, tenements, and hereditaments, in
 the said county of with their and every
 of their rights, members, and appurtenances,
 from and after the determination of the said
 several estates, hereinbefore thereof respectively
 limited, as aforesaid, and as the same shall re-
 spectively end and determine, **TO THE USE AND**
BEHOOF of the first son of the body of the said
 (*intended husband*) on the body of the said (*in-*
tended wife) lawfully to be begotten, and of the
 heirs male of the body of such first son lawfully
 issuing; and for default of such issue, **TO THE**
USE AND BEHOOF of the second son of the body
 of the said (*intended husband*) on the body of
 the said (*intended wife*) lawfully to be begotten,
 and of the heirs male of the body of such second
 son lawfully issuing; and for default of such
 issue, **TO THE USE AND BEHOOF** of the third son
 of the body of the said (*intended husband*) on the
 body of the said (*intended wife*) lawfully to be
 begotten, and of the heirs male of the body of
 such third son lawfully issuing; and for de-
 fault of issue, **TO THE USE AND BEHOOF** of
 the fourth, fifth, sixth, seventh, and all and every
 other the son and sons of the body of the said
 (*intended husband*) on the body of the said (*in-*
tended wife) lawfully to be begotten, whether
 born in his life-time or after his decease, several-
 ly, successively, and respectively, one after ano-
 ther, in order and course as they and every of
 them shall be in priority of birth and seniority of
 age; and of the several and respective heirs
 males of the several and respective body and

**FINES AND
 RECOVERIES.**

By an Infant.

To first son in
 tail male.

And for default
 to second son,
 as aforesaid.

And for default
 to third son, as
 aforesaid.

And for default
 to all and every
 the sons in tail
 male.

**FINES AND
RECOVERIES.**

By an Infant.

And for default
of such issue as
to part to trust-
tees for a term
of years.

And after the
determination
thereof as to
the whole,

To the first son
in tail male of
any other mar-
riage.

bodies of all and every such son and sons law-
fully issuing; the elder of such sons and the
heirs male of his body issuing being always pre-
ferred, and to take before the younger of such
sons, and the heirs male of his and their body and
bodies issuing; and for default of such issue,

THEN as to, for, and concerning all and singular
the said manors, lordships, messuages, lands,
tenements, hereditaments, and premises, in the
said county of

with their and every of
their rights, members, and appurtenances, im-
mediately from and after the determination of the
said several estates hereinbefore thereof respec-
tively limited and declared as the same shall re-
spectively end and determine, TO THE USE AND
BEHOOF of the said (*trustees of term*) their ex-
ecutors, administrators, and assigns, for and during
the term of years from thence next ensu-
ing, and fully to be complete and ended without

impeachment of or for any manner of waste, upon
the trusts, and to the intents and purposes, and
subject to and under the powers, provisoes, limi-
tations, and agreements hereinafter expressed
and declared of and concerning the same, AND

as to, for, and concerning all and singular the
said manors, messuages, lands, tenements, fee
farm rents, hereditaments, and premises, in the
said county of

and also as to, for, and
concerning all and singular the said manors, lord-
ships, messuages, lands, tenements, hereditaments,
and premises, in the said county of
immediately from and after the determination of

the said term of years, TO THE USE AND
BEHOOF of the first son of the body of the said
(*intended husband*) on the body or bodies of any

other woman or women which he the said (*intended husband*) shall happen to marry, lawfully to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, **TO THE USE AND BEHOOF** of the second son of the said (*intended husband*) on the body or bodies of any other woman or women, which he the said (*intended husband*) shall happen to marry, lawfully to be begotten, and of the heirs male of the body of such second son lawfully issuing; and for default of such issue, **TO THE USE AND BEHOOF** of the third son of the said (*intended husband*) on the body or bodies of any other woman or women, which he the said (*intended husband*) shall happen to marry, lawfully to be begotten, and of the heirs male of the body of such third son lawfully issuing; and for default of such issue, **TO THE USE AND BEHOOF** of the fourth, fifth, sixth, seventh, and all and every other the son and sons of the body of the said (*intended husband*) on the body of any other woman or women, which he the said (*intended husband*) shall happen to marry, lawfully to be begotten, whether born in his life-time or after his decease, severally, successively, and respectively, one after another, in order and course as they and every of them shall be in priority of birth and seniority of age; and of the several and respective heirs male of the several and respective body and bodies of all and every such son and sons, lawfully issuing, the elder of such sons and the heirs male of his body issuing, being always preferred and to take before the younger of such sons and the heirs male of his and their body and

**FINE AND
RECOVERIES.**

By an Infant.

In default to
the second.

The like as to
the third.

The like as to
the fourth, &c.

**FINES AND
RECOVERIES.**

By an Infant.

and for default
of such issue to
the daughter of
the father, and
of the son.

Remainder to
the right heirs
of father.

Trusts of the
term declared
to be in favor
of the daughter.

bodies issuing ; and for default of such issue, then
To THE USE AND BEHOOF of all and every the
daughters of the several bodies of the said (*father*)
and (*intended husband*) respectively lawfully be-
gotten, and to be begotten, and the heirs of their
respective bodies lawfully issuing, as tenants in
common, and not as joint tenants ; and for de-
fault of such issue, To THE USE AND BEHOOF of
the right heirs of the said (*father*) for ever ;
and as to, for, and concerning the said estate or
term of years so limited to the said
(*trustees*) their executors, administrators, and
assigns, as aforesaid, IT IS HEREBY DECLARED AND
AGREED, by and between all the said parties to
these presents, that the same is so limited to
them, as aforesaid, upon such trusts, and to and
for such intents and purposes, and under and
subject to such powers, provisoes, limitations,
and agreements, as are hereinafter limited, ex-
pressed, and declared, of and concerning the
same (that is to say) That in case there shall
happen to be one or more daughter or daughters
of the body of the said (*intended husband*) on
the body of the said (*intended wife*) his intend-
ed wife, begotten at the time of the failure of
such their issue male, as aforesaid, or at any time
after, THEN UPON TRUST, that they the said
(*trustees*) their executors, administrators, or as-
signs, shall and do by sale or mortgage of the
said manors, messuages, farms, lands, tenements,
hereditaments, and premises, so to them limited
for the said term of years, or of a com-
petent part thereof for all or any part of the
said term and estate of years therein ;

and by, and with the rents, issues, and profits, thereof, in the mean time, and until such sale or mortgage, raise and levy, after the death of the said (*intended husband*) or in his life-time, if he shall consent thereunto, by any writing under his hand and seal, attested by two or more credible witnesses, but without prejudice to the estate of the said (*intended wife*) for her life as aforesaid; such sum and sums of money for the portion or portions, and maintenance of all and every such daughter and daughters as are hereinafter for that purpose mentioned and expressed, (that is to say) in case there shall be but one such daughter, then to raise the sum of _____ of lawful money, as aforesaid, for the portion of such only daughter, to be paid to her when she shall attain the age of _____ years, or be married, which shall first happen; and in case there shall be two or more such daughters, then to raise the sum of _____ of lawful money, as aforesaid, for such two or more daughters, for their portions, to be paid unto and equally divided among them, share and share alike, when they shall respectively attain their respective ages of _____ years, or be married, which shall first happen; PROVIDED ALWAYS, that in case any of the said daughters shall happen to have attained the age of _____ years, or be married in the life-time of their said father, and her or their portions shall not be then raised and paid as aforesaid, then the said portion or portions of such daughter or daughters shall be paid unto her or them respectively, within the space of _____ months next after the death of their father, with interest after the rate of _____

FINES AND
RECOVERIES.

By an Infant.

Regulations as
to daughters'
portions.

FINES AND
RECOVERIES*By an Infant.*with benefit of
survivorship.Regulation in
case there shall
be only one
daughter.

pounds for every pounds by the year, from the time of his decease ; PROVIDED ALSO, that in case any of the said daughters shall happen to die before their said respective portions shall become payable by virtue of these presents, then the portion or portions, and money intended for her or them so dying, shall go and be paid unto and be equally divided amongst the surviving daughter or daughters who shall attain the age of years, or be married to, unto her or them respectively, at such times as her or their original portion or portions shall become payable by virtue of these presents. AND UPON THIS FURTHER TRUST, that in case there shall be but one such daughter, then they the said (*trustees*) their executors, administrators, and assigns, shall and do by such ways and means as aforesaid, levy, raise, and pay, or cause to be levied, raised, and paid, to and for the maintenance and education of such only daughter, from and after the death of her father, until her portion shall become due and payable, the yearly sum of pounds of lawful money, as aforesaid, payable and to be paid at the two most usual feasts or days of payment in the year, (that is to say) the feasts of and of by even and equal portions, free from all deductions for taxes parliamentary or otherwise, and free from all other abatements whatsoever, the first payment thereof to be made at such of the same feasts as shall first and next happen after the commencement of the said term of years ; and in case there shall be two or more such daughters, THEN UPON TRUST, that the said (*trustees*) their executors, adminis-

trators, and assigns, shall and do by the ways and means aforesaid, levy, raise, and pay, or cause to be levied, raised, and paid to and for the separate maintenance and education of such two or more daughters from and after the death of their said father, until their said portions shall become payable respectively as aforesaid, the yearly sum of

**FINES AND
RECOVERIES.**

By an Infant.

a piece, unless the same do happen to exceed the yearly rents and profits of the said manors, messuages, farms, lands, tenements, hereditaments, and premises limited to them the said (*trustees*) their executors, administrators, and assigns, for the term of years as aforesaid ; and in such case then upon trust that they the said (*trustees*) their executors, administrators, and assigns shall and may pay and dispose of the whole yearly rents and profits of the same manors, messuages, farms, lands, tenements, hereditaments, and premises equally to and amongst the said daughters for their respective maintenance and education from and after the death of their said father till their said portions should become payable respectively as aforesaid, to be paid to them respectively at the said feasts of and

by even and equal portions, free from all deduction for taxes, parliamentary or otherwise, and free from all other abatements whatsoever ; the first payment to be made at such of the said feasts as shall first and next happen after the commencement of the said term of years. **PROVIDED**

ALSO, that in case all the said daughters shall happen to die before such time as any of them shall have attained the age of eighteen years or been married, then and in such case the said sum and sums of money hereinbefore appointed to be raised

And in case all the daughters die under eighteen, or unmarried.

**FINES AND
RECOVERIES.**

By an Infant.

In case there
should be no
such daughters,
&c.

for daughters' portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease for the benefit of such person or persons who shall be next in reversion or remainder of the said manors, messuages, farms, lands, tenements, hereditaments, and premises expectant upon the determination of the said term of years; and then also and in such case the said sum and sums of money, or so much thereof as shall be then raised for portions, shall be paid unto the said person or persons next in reversion or remainder as aforesaid, any thing in these presents contained to the contrary thereof in any wise notwithstanding. PROVIDED ALSO, and it is hereby declared and agreed by and between the said parties to these presents, that in case there should be no such daughter or daughters as aforesaid, or being such all of them shall happen to die before any of their said portions shall become payable as aforesaid, or in case the said sum or sums of money, before appointed for daughters' portions as aforesaid, and also the said yearly sum and sums of money for their maintenance and education as aforesaid, shall by the said (*trustees*) their executors, administrators, or assigns, be raised and paid by the ways and means in that behalf before mentioned, the arrears of her and their maintenance being first satisfied, (if any be) and the costs and charges of the trustees in the execution of the said trusts being first satisfied, (if any such there be) or in case all the said daughters shall be by the said (*intended husband*) advanced in marriage with portions equal to the portions hereby for them intended, and their father shall not by writing declare that such por-

tions shall not be in lieu of the portions hereby provided for them, then and in any of the said cases the said term of . . . years of and in the said manors, messuages, farms, lands, tenements, hereditaments, and premises limited to them the said (*trustees*) their executors, administrators, and assigns for the said term of . . . years as aforesaid, of and in so much thereof as shall remain undisposed of for the purposes aforesaid, shall cease and be void for the benefit of the person or persons next in reversion or remainder of the same manors, messuages, lands, tenements, hereditaments, and premises expectam upon the determination of the said term of . . . years, or in case the portions so to be given by the said (*intended husband*) to the said daughters in marriage as aforesaid, shall not amount to the value of the portions hereby for them intended, and the father shall not by writing under his hand and seal, declare that such portions shall not be esteemed as any part of the portions hereby provided for them, then if they the said (*trustees*) their executors, administrators, and assigns, shall and do by the ways and means aforesaid, raise and pay such sum and sums of money as will, together with the said portions so to be given, make up the value of the portions hereby for them intended, then and in such case the said term of . . . years of and in the said manors, messuages, farms, lands, tenements, hereditaments, and premises, or of and in so much thereof as shall remain undisposed of for the purposes aforesaid, shall cease and be void for the benefit of such person and persons who shall be next in reversion or remainder of the same manors, mes-

FINES AND
RECOVERIES.

By an Infant.

FINES AND
RECOVERIES.By an Infant.

In case more money shall be raised than necessary to be for persons next in remainder.

As to the rents and profits until failure of payment of portions.

Trustees to be accountable for their own wilful acts only.

suages, farms, lands, tenements, hereditaments and premises expectant upon the determination of the said term of . . . years, all arrears of maintenance and costs and charges in the execution of the said trusts being first paid and satisfied.

PROVIDED ALSO, that in case the said (*trustees*) their executors, administrators, or assigns shall, by virtue of the said term of . . . years to them limited as aforesaid, raise more monies than shall be sufficient for discharging the trusts hereinbefore declared of the said term, then such overplus money shall be for the benefit of the person or persons who shall be next in remainder or reversion of the said manors, messuages, farms, lands, tenements, hereditaments, and premises expectant upon the determination of the said term.

PROVIDED ALSO, and it is hereby covenanted, declared, and agreed by and between the said parties to these presents, and the true intent and meaning of them and of these presents is, that until failure of payment of the said portions and maintenance, such person and persons shall and may have, enjoy, receive, and take the rents, issues, and profits of the said manors, messuages, lands, tenements, hereditaments, and premises so limited for . . . years as aforesaid as should have enjoyed the said manors, messuages, farms, lands, tenements, hereditaments, and premises, by virtue thereof, if the said term had not been at all raised, created, or limited. PROVIDED ALSO, and it is hereby further agreed, intended, and declared by and between all and every the said parties to these presents, that the said trustees of them, or any or either of them, they, any, or either of their executors, administrators, or

assigns shall not be charged or chargeable with or for more monies, rents, or profits, of or for the said manors, messuages, farms, lands, tenements, hereditaments, and premises so limited to them for the said term of years as aforesaid, than shall be by them, their executors, administrators, or assigns, or by their or some or one of their own order or orders respectively actually received, and not the one of them for the receipts and acts of the other, but each for his own acts and receipts only, AND that they the said (*trustees*) respectively, their respective executors, administrators, and assigns, shall and may from time to time in the first place, receive and take, and deduct out of the rents, issues, and profits of the said manors, messuages, farms, lands, tenements, hereditaments, and premises to them limited for years as aforesaid, to his and their own use and uses, all such monies, costs, charges, damages and expences whatsoever as they, any, or either of them shall lay out, expend, or be put unto or damnified in or by any suit or suits in law or equity, travelling charges, or otherwise howsoever, for or in respect or by reason or means of these presents or the trusts hereby reposed in them. AND IT IS HEREBY FURTHER DECLARED AND AGREED by and between all the said parties to these presents that if any such daughter or daughters as shall be entitled to and portion or portions as a younger child or younger children, by virtue of any settlement and provision made in pursuance of the said recited act of parliament, and there shall afterwards happen to be a failure of issue male of the body of the said *intended husband*) on the body of the said (*in-*

FINES AND
RECOVERIES.

By an Infant.

and may deduct expences

FINES AND
RECOVERIES.

By an Infant.

Power of leasing.

tended wife) to be begotten, then such portion and portions shall be reckoned and taken in part of the portions and provisions hereby provided for her or them upon failure of such issue male as aforesaid, so as no such daughter shall be entitled to a portion in a double capacity, unless the said (*intended husband*) shall by deed or writing under his hand and seal, or by his last will and testament in writing make any declaration to the contrary. PROVIDED ALSO, and it is hereby further declared and agreed by and between all and every the said parties to these presents, that it shall and may be lawful to and for the said (*father*) (*intended husband*) and (*intended wife*) respectively, when and as they shall severally and respectively become tenants in possession of the said manors, messuages, farms, lands, tenements, hereditaments, and premises to them respectively limited as aforesaid, by indenture or indentures, or any other writing under their hands and seals respectively, to demise, lease, and to farm lett all or any part or parts of the said manors, farms, lands, tenements, hereditaments and premises hereinbefore limited to them respectively, during their respective lives as aforesaid, and whereof they severally and respectively shall be actually in possession by virtue of the limitations aforesaid, to any person or persons for any term or number of years not exceeding the term of one-and-twenty years in possession, and not in reversion, remainder, or expectancy, so as there be reserved upon every such lease during the continuance thereof, payable to the person or persons next in reversion or remainder the most yearly rent that can be then reasonably had or obtained

for the same, and so as the same be made payable half yearly or quarterly during the continuance of such lease or leases respectively, without taking any sum or sums of money, or other thing whatsoever by way of fine or income for or in respect thereof, and so as none of the said leases be made dispunishable of waste by any express words therein to be contained, and so as in every such lease there be contained conditions of re-entry for non-payment of the rent to be thereby reserved, and such other covenants as are usual in like cases, and so as such person or persons to whom such lease or leases shall be made, seal and execute counterparts thereof respectively. PROVIDED ALSO, and it is hereby further declared and agreed by and between all and every the said parties to these presents, that it shall and may be lawful to and for the said (*father*) (*intended husband*) and (*intended wife*) or the survivors or survivor of them, at any time or times, and from time to time within the space of years next ensuing the date of these presents, by and with the consent and approbation of the said (*certain of the trustees*) or the survivors or survivor of them, or the executors or administrators of such survivor, testified by any deed or deeds, writing, or writings under all their hands and seals, to be by them all sealed and delivered in the presence of three or more credible witnesses, to revoke, alter, and make void all and every or any of the uses, trusts, powers, provisoes, limitations, and agreements hereinbefore mentioned, limited, and declared of and concerning all or any part or parts of the said manors, lordships, messuages, lands, tenements, hereditaments, and premises, situate

FINES AND
RECOVERIES.

By an Infant.

Power of revocation as to uses of part of premises.

FINES AND
RECOVERIES.By an Infant.Covenant that
son shall suffer
recoveries.Covenant that
father is seised
in fee,

and being in the said county of whereof the said fine is hereinbefore agreed to be levied as aforesaid ; and by the same deed or deeds, writing or writings, or any other deed or deeds, writing or writings, under all their hands and seals, attested as aforesaid, to declare, limit, and appoint any other uses, trusts, charges, powers, provisoes, limitations and agreements, of and concerning the same manors and premises in the said county of with or without power of revocation as they shall think fit, any thing herein contained to the contrary thereof in anywise notwithstanding.

AND IT IS HEREBY FURTHER DECLARED AND AGREED, by and between all the said parties to these presents, and the true intent and meaning of them and every of them is, and so is hereby declared to be ; and the said (*intended husband*) pursuant to the said recited act of parliament DOth agree to and with the said (*trustees or cognizees*) their heirs, executors, and administrators, that he the said (*intended husband*) shall and will within months after he attains his age of years, join with the said (*father*) if living, or otherwise shall himself suffer recoveries of the said manors, lands, and hereditaments in and settle the same to the several uses in the said act mentioned. AND the said (*father*) for himself, his heirs, executors, and administrators doth covenant, promise, and agree, to and with the said (*husband of the intended wife*) his heirs and assigns, by these presents, in manner and form following, (that is to say) that they the said (*father and intended husband*) or one of them, for and notwithstanding any act, matter, or thing done or committed, or wilfully suffered by them or either

of them, their or either of their ancestors to the contrary (except as hereinafter excepted) now at the time of the sealing and delivery of these presents, are and stand, or is and standeth, lawfully seized of and in the said manors, messuages, farms, lands, tenements, fee-farm rents, hereditaments, and premises, whereof the said several fines are hereinbefore agreed to be levied as aforesaid, with their and every of their rights, members, and appurtenances, of a good, sure, perfect, lawful, absolute, and indefeasible estate of inheritance in fee-tail, without any condition, limitation, use, or trust, or any other matter or thing whatsoever, to alter, change, charge, revoke, or determine the same estate, (except as hereinafter is excepted). AND ALSO that they the said (*father and intended husband*) for and notwithstanding any such act, matter or thing as aforesaid (except as hereinafter is excepted) now have in themselves, or one of them hath in himself, good right, true title, and lawful and absolute authority, to convey and settle the said manors, messuages, farms, lands, tenements, fee-farm rents, hereditaments, and premises whereof the said several fines are hereinbefore agreed to be levied as aforesaid, with their and every of their rights, members, and appurtenances, to the several uses, intents, and purposes, and subject to the powers, provisoes, trusts, limitations, and agreements hereinbefore mentioned, limited, and declared, of and concerning the same respectively, according to the true intent and meaning of these presents. AND FURTHER, that the said manors, messuages, farms, lands, tenements, fee-farm rents, hereditaments and premises whereof the said several fines are

FINES AND
RECOVERIES.By an Infant.And hath good
right to convey.For quiet en-
joyment.

**FINES AND
RECOVERIES.**

By an Infant.

Free from in-
cumbances.

For further as-
surance.

hereinbefore agreed to be levied as aforesaid, with their and every of their rights, members, and appurtenances, now are, and from time to time and at all times hereafter, shall remain, continue, and be, to and for the several uses, intents and purposes, and subject to the powers, provisos, trusts, limitations, and agreements hereinbefore mentioned, limited and declared of and concerning the same respectively, and shall and may be accordingly held, used, occupied, and enjoyed free and clear, and freely and clearly acquitted, exonerated, and discharged of and from all former and other gifts, grants, bargains, sales, mortgages, leases, jointures, dowers, judgments, statutes, recognizances, debts of the king's majesty, rents, arrears of rent, titles, troubles, charges and incumbrances whatsoever, had, made, committed, or done, or wittingly or willingly suffered by them the said (*father*) and (*intended husband*) or either of them, their or either of their ancestors, or by any other person or persons lawfully claiming or to claim, by, from, or under them, either or any of them, or by their, either, or any of their means, assent, consent, privity, or procurement, (except as appears by these presents, Also except, &c. AND likewise the several leases of the premises, at and under the several yearly rents usually reserved and payable for the same respectively.) AND FURTHER, that they the said (*father*) and (*intended husband*) respectively, and all and every other person and persons living, or lawfully claiming or to claim any estate or interest either legal or equitable, of, in, or to the said manors, messuages, lands, tenements, fee-farm rents, hereditaments and premises, whereof the

said several fines are hereinbefore agreed to be levied as aforesaid, every or any part or parcel thereof, by, from, or under them or either of them, their or either of their ancestors, other than and except the several lessees, for and in respect of their expected leases only, shall and will from time to time, and at all times, and during the space of seven years next ensuing the date of these presents, upon the reasonable request, and at the costs and charges in the law of the party and parties requiring the same, make, do, acknowledge, levy, execute, and suffer, or cause and procure to be made, done, acknowledged, levied, executed, and suffered, all and every such further and other reasonable and lawful act and acts, thing and things, devises and assurances in the law, for the further and better settling, assuring, and conveying the said manors, messuages, farms, lands, tenements, fee-farm rents, hereditaments and premises whereof the said several fines are hereinbefore agreed to be levied as aforesaid, with their and every of their rights, members, and appurtenances, to and for the several uses, intents and purposes, and subject to the powers, provisoes, trusts, limitations, and agreements hereinbefore mentioned, limited, and declared of and concerning the same respectively, be the same by fine or fines, common recovery or recoveries, or any other matter of record or otherwise howsoever, as by the said party or parties so requiring the same, or any or either of them, their or any or either of their heirs or assigns, or their or any or either of their counsel learned in the law shall be reasonably devised, advised or required, so as the parties required to make such further

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By an Infant.

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Release of indenture quadrupartite, herebefore mentioned.

assurance, be not compelled for the doing thereof, to travel further than the cities of

and . AND WHEREAS by the said indenture, quadrupartite, of release, bearing date the said day of , ALL and singular the said manors, lordships, messuages, lands, tenements, hereditaments, and premises in the said county of from and after the decease of the said (*father*) were limited and conveyed to the use of (*certain trustees*) their executors and administrators for the term of years, without impeachment of waste, with remainders over, as therein is mentioned, UPON TRUST, and to the intent and purpose, that if the said (*father*) should depart this life having no issue male, by him begotten on the body of his said (*first wife*) then living, or which afterwards should be born alive, or that such issue and issues male should depart this life before they or any or either of them should attain to the age of years, without leaving issue male whereby there should be a failure of issue male, and that there should at the time when such failure of issue male should happen, be one or more daughter or daughters of the body of the said (*father*) on the body of (*said wife*) begotten, then living, or which should be afterwards born alive, THAT then they the said (*trustees*) their executors, administrators, and assigns might and should, out of the rents, issues, and profits of the premises, to them limited for the term of years, or by sale, demise, mortgage, or other disposition thereof, or of any part thereof competent for that purpose, raise the portions and sums of money thereafter mentioned, for the portion and portions

of a daughter or daughters, to be distributed as FINES AND RECOVERIES. thereinafter mentioned and appointed, (that is to say) if but one daughter, then the sum of By an Infant. or if two daughters and no more, the sum of and if three or more daughters, then the sum of to be equally divided amongst them, to be paid to every of them as they should respectively attain the age of years, or be married, which should first happen. AND, in and by the same indenture quadrupartite, it is provided, declared, and agreed, by and between all the parties thereto, that it should and might be lawful to and for the said (*father*) by any deed or deeds, writing or writings, or by his last will and testament, subscribed and sealed in the presence of three or more credible witnesses, to charge ALL and every the said manors, lands, tenements, and hereditaments in the county of with the sum of . AND it is thereby further appointed, directed, and declared by and between the same parties, that the said (*trustees*) should and might raise the said sum of out of the rents, issues, and profits, or by sale, lease, or mortgage of all or any part of the said manors, lands, tenements, and hereditaments limited to them for years, for all or any part of the said term, immediately from and after such time and times as he the said (*father*) should have charged the same to be raised and levied, to be disposed of as he the said (*father*) should think fit. AND WHEREAS the said (*father*) in pursuance and full execution of the said power to him given and reserved in and by the said indenture quadrupartite, touching the said sum of Also of indenture tripartite, whereby father exercised power reserved by last deed. DID by indenture tripartite bearing date the said

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day of _____, and made or mentioned to be made between, &c. ; and by the said (*father*) subscribed and sealed in the presence of the witnesses whose names are thereupon indorsed, CHARGE all and every the said manors, lands, tenements, hereditaments, and premises in the said county of _____ and thereby appoint, direct, and declare the said (*trustees*) their executors, administrators, and assigns, should and might raise and levy the said sum of _____ out of the rents, issues, and profits, or by sale, lease, or mortgage of all or any part of the said manors, lands, tenements, hereditaments and premises limited to the said (*trustees*) for the said term of _____ years, for all or any part of the said term, in possession or reversion, immediately from and after any one of the said (*daughters*) of him the said (*father*) should attain her age of _____ years, or be married, or the said (*younger son*) should attain his age of _____ years, which should first happen, as in and by the said recited indenture quadrupartite of release, and indenture tripartite, relation being thereunto respectively had amongst other things more fully may appear. AND WHEREAS there is no issue male of the body of the said (*father*) on the body of the said (*his first wife*) begotten, now living, and only (*two daughters*) who have both attained their respective ages of _____ years, and are by virtue of the said indenture quadrupartite of release, become entitled to the said sum of _____ thereby provided for their portions, and to be equally divided between them as aforesaid ; and by the said deed of the _____ day of _____, to the further of sum _____ charged upon the same term

Recital that there is no issue male of father by first wife, and only two daughters who have become intitled to portions under last mentioned indentures.

of years, as aforesaid. AND WHEREAS, the said (*three of the trustees of the term*) all died in the life-times of the said (*surviving trustee*) whereby he became solely possessed of the said term of years, in and by the said indenture quadrupartite, created and limited as aforesaid, by survivorship; and he the said (*surviving trustee*) has since also departed this life having first made his last will and testament in writing, and thereof constituted and appointed the said (*parties hereto of the second part*) executors, who have all duly proved the same in the Prerogative Court of Canterbury, and taken upon them the burthen and trouble of the execution thereof. NOW THIS INDENTURE FURTHER WITNESSETH, that as well for and in consideration of the said sum of of lawful money as aforesaid, part of the said marriage portion, as of the further sum of other part of the said portion to the said (*two daughters*) well and truly paid by the said (*father of intended wife*) at or before the sealing and delivery of these presents as aforesaid, in full of all monies due and payable upon the said term and estate for years, or wherewith the same is charged or chargeable; and also for and in consideration of the sum of shillings a piece of like lawful money as aforesaid, to the said (*executors*) in hand well and truly paid by the said (*cognizees*) at or before the sealing and delivery of these presents, the receipt whereof they do hereby respectively acknowledge, and to the intent that the said term of years of and in the said manors, lordships, messuages, lands, tenements, hereditaments, and premises, in the

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RECOVERIES.

By an Infant.

Recital of the
death of three
trustees of said
term ofAlso death of
survivor, his
will, and ap-
pointment of
executors par-
ties hereto.

FINES AND
RECOVERIES.

By an Infant

Surrender of
term to merge.

said county of in and by the said recited indenture, quadrupartite, limited and created as aforesaid, may be merged and extinguished, they the said (*executors*) at the request, and by the order, direction, and appointment of the said (*daughters*) (testified as aforesaid) and also the said (*daughters*) HAVE and each and every of them HATH surrendered and released, and by these presents Do, and each and every of them DORN surrender and relcase unto the said (*cognizees*) their heirs and assigns, all and singular the said manors, lordships, messuages, lands, tenements, hereditaments, and premises, in and by the said recited indenture quadrupartite, limited and conveyed to the said (*deceased trustees*) their executors, administrators, and assigns, for the term of years as aforesaid, and every part and parœl thereof, with their and every of their rights, members, and appurtenances, and all the estate right, title, interest, term of years yet to come and unexpired, claim and demand whatsoever, both at law and in equity, of them the said (*executors*) (*and the daughters*) and each and every of them of, into and out of the same manors, lordships, messuages, lands, tenements, hereditaments, and premises, and every part and parcel thereof by force and virtue of the said recited indenture quadrupartite, or otherwise howsoever. To HAVE AND TO HOLD the said manors, lordships, messuages, lands, tenements, hereditaments, and all and singular the said premises, hereinbefore mentioned and intended to be hereby surrendered and released, and every part and parcel thereof, with their and every of their rights, members and ap-

purtenances, as long as the rules of law and equity will permit, unto the said (*cognizees*) their heirs and assigns, to the same uses, intents, and purposes, and subject to the same powers, provisoes, trusts, limitations, and agreements, as are hereinbefore thereof respectively limited and declared, and to and for no other use, intent, or purpose, whatsoever. AND the said (*one of the executors*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said

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his heirs and assigns, that he the said (*executor*) hath not at any time heretofore made, done, or committed, any act, matter, or thing, whatsoever, whereby or by reason or means whereof the said manors, lordships, messuages, lands, tenements, hereditaments and premises, hereinbefore mentioned or intended to be hereby surrendered or released, or any part or parcel thereof, is, are, can, shall, or may be any wise impeached, charged, or incumbered, for title, charge, estate, or otherwise howsoever.

Covenant from one of the executors that he has done no act to incumber.

[*Here introduce similar covenants from the other executors.*] PROVIDED ALWAYS, and it is hereby

declared to be the true intent and meaning of these presents and of the said parties, that it shall and may be lawful to and for the said (*father*) at any time or times hereafter, by any deed or deeds, to be by him sealed and delivered, or his last will in writing, to be by him signed and published in the presence of three or more credible witnesses, to revoke, alter, or make void in all or any of the said several manors, lands, and premises, in the said counties of and or either of them intended to be comprized in the several fines covenanted to be levied thereof respectively as aforesaid, the use and uses, estate

Power of revocation as to part.

FINES AND
RECOVERIES.By an Infant.

and estates, hereinbefore declared or limited to or to the use or behoof of all and every or any the daughters of the several bodies of the said (*father*) and (*intended husband*) respectively, lawfully to be begotten, and the heirs of their respective bodies lawfully issuing, and all or any the uses or estates, hereinbefore limited or expressed, after and subsequent to the failure of sons of the said (*intended husband*) by any woman or women other than the said (*intended wife*) and of the issue male of such sons; and by the same deed or deeds, or will, or any other deed or deeds, to be by him executed in the presence of three or more witnesses, to limit any new or other use or uses, estate or estates of or in all or any such manors, lands, and premises, wherein any such use or uses, or estate or estates, shall be revoked, as aforesaid, in the lieu and stead of such use or uses, and estate or estates so revoked, and to take place and effect after failure of such sons as are last mentioned, and their issue male, as aforesaid, any thing hereinbefore mentioned to the contrary thereof in anywise notwithstanding. IN WITNESS, &c.

No. XXXV.

Covenant that a Son as soon as he shall attain Twenty-one, shall join with his Mother in suffering a Recovery.

Covenant to
suffer a recovery.

AND THIS INDENTURE FURTHER WITNESSETH, that in pursuance of the said recited proposal, and for the considerations aforesaid, they the said A. B. and C. D. for themselves, jointly and severally, and for their and each of their heirs, executors and administrators, do and each of them

doth hereby covenant, promise, and agree to and with the said G. H. his heirs, executors, and administrators, that when and so soon as any son of the body of the said A. B. shall attain his age of twenty-one years, in case she the said A. B. shall be then living, such son shall as soon as possibly practicable after his so attaining his said age of twenty-one years, join and concur with the said A. B. in suffering a good and perfect common recovery in his Majesty's Court of Common Pleas at Westminster, according to the course and order of common recoveries for assurances of lands in such cases used, of and concerning the said, &c. with the appurtenances, and thereby or by other good and effectual ways or means, bar the entails and all reversions or remainders thereupon expectant and depending, and shall and will thereupon with all practicable dispatch, join and concur with the said A. B. in good and effectual conveyances and assurances in the law of the same, &c. and of the fee simple and inheritance thereof, unto and to the use of the said E. F. and his heirs, absolutely discharged of and from all incumbrances, particularly the aforesaid proviso, and all other provisos and agreements for redemption of the same premises, and all equity thereupon, as by the said G. H. his heirs and assigns, his, their, or any of their counsel in the law shall in that behalf be reasonably and lawfully devised or advised and required. IN WITNESS, &c.

FINES AND
RECOVER-
RIES.

Covenant to suffer a Recovery.

FINES AND
RECOVERIES.

No XXXVI.

*Bargain and
Sale enrolled to
make Tenant to
the Præcipe.*

*Introduction to the Uses of a Recovery, with
treble Vouchers for barring Estates tail, and
barring and extinguishing a Rent Charge
limited to a Feme as part of her Jointure.*

Parties.

THIS INDENTURE, made, &c. BETWEEN (*husband and wife*) of the first part; (*the eldest son and heir apparent of the said husband and wife*) of the second part; (*tenant to the præcipe*) of the third part; and (*demandant*)¹ of the fourth part.

Consideration.

WITNESSETH, that for barring all estates tail and reversions or remainders expectant thereon, of and in the said manors, &c. hereinafter mentioned, and for barring and extinguishing the annuity or yearly rent charge of limited to the said (*wife*) for part of her jointure to be issuing out of the said manors, lands, and premises, and made payable to her during her natural life, and in consideration of the sum of five shillings of lawful money, of &c. to each of them the said (*father, mother, and son*) in hand well and truly paid by the said (*tenant*) at or before the sealing and delivering these presents, the receipts whereof are hereby acknowledged, THEY the said (*father, mother, and son*) HAVE, and each and every of them HATH (1) granted, bar-

Conveyance.

(1) Many persons object to their clients conveying by the word "*grant*," particularly in a bargain and sale enrolled; but I apprehend the word *grant* hath no greater or other signification in a bargain and sale enrolled than it has in a lease and release. In general, I apprehend the word "*grant*" amounts to an implied warranty only where an estate for years or other chattel interest passes; but even in that case, if there be

gained, and sold, and by these presents Do, and each and every of them Dorn grant, bargain, and sell unto the said (*tenant*) his heirs and assigns, ALL, &c. (*here describe the parcels.*) AND the reversion and reversions, remainder and remainders, rents, issues, and yearly and other profits of all and singular the said premises, and every or any part or parcel thereof, and all the estate right, title, interest, use, trust, property, possession, claim, and demand whatsoever of them the said (*father, mother, and son*) and of each and every of them, of, in, and to the same premises, every or any part or parcel thereof; TO HAVE AND TO HOLD all and singular the said manors, messuages, lands, tenements, hereditaments, and premises hereinbefore granted, bargained, and sold, or mentioned or intended so to be, with their and every of their appurtenances, unto and to the use of the said (*tenant*) his heirs and assigns, to the intent and purpose to make the said (*tenant*) perfect tenant of the freehold of the said manors, lands, tenements, hereditaments, and premises mentioned and intended to be hereby bargained and sold, against whom a perfect common recovery with treble voucher shall and may be before the end of this present term, be thereof had and obtained by the said (*demandant*) as plaintiff or demandant, upon a writ of entry, *sur*

FINES AND
RECOVERIES.

Bargain and Sale inrolled to make Tenant to the Præcipe.

Parcels.

Habendum to tenant in fee,

for the purpose of suffering a recovery with treble voucher.

an express covenant by the grantor, such implied warranty will be restrained by the express covenant, and extend no further, 4 Co. 18.; but when a freehold or inheritance passes, I conceive the word *grant* doth not import any warranty. See Spencer's case, 5 Co. 8. at the end of the case, Co. Litt. 384. Freeman's Rep. 414.

**FINES AND
RECOVERIES.**

*Bargain and
Sale enrolled to
make Tenant to
the Franchise.*

Disseisin en le past, in his Majesty's Court of Common Pleas at Westminster, wherein the said (*tenant*) shall vouch to warranty the said (*husband and wife*), who shall vouch over the said (*son*), who shall vouch over the common vouchee of the said court, after the manner and course of common recoveries, with treble voucher in such cases used. AND IT IS HEREBY DECLARED by and between the said parties to these presents, that the said common recovery so to be had and suffered as aforesaid, from and after the perfecting thereof, and all and every other recovery and recoveries, fine and fines, conveyances and assurances in the law whatsoever already had or to be had, made, done, acknowledged, levied, suffered, and executed of the said manors, lands, hereditaments, and premises, or any of them, or any part thereof, alone or together with any other messuages, lands, tenements, or hereditaments, by or between the same parties to these presents, or any of them, or whereto they or any of them are or is, or may be party or parties, shall be and enure, and shall be adjudged, deemed, construed, and taken to be and enure, To AND FOR THE USE AND BEHOOF of the said (*father and son*) and the heirs and assigns of the said (*father*) for ever; nevertheless as to the estate and interest of the said (*son*) of and in the said premises, IN TRUST for the use and benefit of the said (*father*) his heirs and assigns.; IN WITNESS, &c.

No. XXXVII.

FINES AND
RECOVERIES.

*Introduction to the Uses of a Recovery with
double Voucher for barring Estates Tail.*

*Bargain and
Sale enrolled to
make Tenant to
the Præcipe.*

THIS INDENTURE, made, &c. BETWEEN (a
widow lady and the eldest son and heir of her
deceased husband by her) of the first part, (*tenant
to the præcipe*) of the second part, and (*demand-
ant*) of the other part. WITNESSETH, that for
barring all estates tail and reversions or remain-
ders expectant thereon, of and in the manor,
lands, and hereditaments hereinafter mentioned;
and in consideration of the sum of five shillings,
of lawful money of, &c. to each of them the said
(*lady and son*) in hand well and truly paid by
the said (*tenant*) at or before the sealing and de-
livering these presents, the receipt, &c. Then the
said (*lady and son*) HAVE, and each of them
HATH granted, bargained, and sold, and by these
presents Do, and each of them DOTH grant, &c.
unto the said (*tenant*) his heirs and assigns, ALL,
&c. AND the reversion, &c.; and all the estate,
&c.; TO HAVE AND TO HOLD the said manor, &c.
unto and to the use of the said (*tenant*) his heirs
and assigns, to the intent and purpose to make
the said (*tenant*) a perfect tenant, &c. against
whom a perfect common recovery with double
voucher shall and may, before the end, &c. be
thereof had and obtained by the said (*demandant*)
as plaintiff or demandant, upon a writ of entry
sur Disseisin en le post, wherein the said (*tenant*)
shall vouch to warranty the said (*son*) who shall
vouch over the common vouchée of the said
court, after the manner and course of common
recoveries, with double vouchers in such cases
used. AND it is hereby declared, &c.

Parties.

Consideration.

Words of con-
veyance.

Habendum for
purpose of suf-
fering a reco-
very with dou-
ble vouchers.

**FINES AND
RECOVERIES.**

*Recovery by a
Remainder-
Man.*

No. XXXVIII.

*Bargain and Sale for making Tenant to the
Præcipe for suffering a Recovery by Remain-
der-man, without prejudicing the Estate of
Tenant for Life, or Uses limited for the Benefit
of his first and other Sons.*

Parties.

THIS INDENTURE, made, &c. BETWEEN (*tenant for life, with remainder to his first and other sons in tail male*) of the first part; (*tenant in remainder*) of the second part; (*tenant to the præcipe*) of the third part; and (*demandant*) of the fourth part.

*Recites the will
creating the
entail.*

WHEREAS by virtue of the last will and testament of _____, late of _____, deceased, bearing date on or about the _____ day of _____, the said (*tenant for life*) is entitled to an estate of freehold or to the perception of the rents and profits during his life, of all that the said testator's freehold messuages wherein he then dwelt, and all other his lands, tenements, and hereditaments whatsoever lying and being in the parish of _____, in the county of _____ or elsewhere in the said county of _____, with their appurtenances, hereinafter mentioned and described; and from and after the decease of the said (*tenant for life*), the said testator devised the said messuages, lands, hereditaments, and premises to the first, second, third, and all and every other son and sons of the body of the said (*tenant for life*) lawfully issuing, (whether then born or unborn) severally and successively in tail male; and in case of all such issue male failing, then the said testator gave and devised the said

messuages, lands, hereditaments, and premises, to such uses or upon such trusts for the benefit of (*a nephew*) and his issue male as are therein expressed; but the several uses and trusts last before mentioned are, by the death of the said (*nephew*) without issue, become incapable of taking effect; and in case of failure of issue male of the said (*nephew*), then the said testator devised the said messuages or tenements, lands, hereditaments, and premises, to the first, second, third, and all and every other son and sons of the body of the said last mentioned (*nephew*) lawfully issuing, (whether then born or unborn) severally and successively in tail male; and in case of all such issue male then failing, then the said testator devised the said premises in such manner as in the said will is mentioned and expressed, as by the said will, reference being thereto had, may more fully appear. AND WHEREAS the said (*testator*) long since departed this life without revoking or altering his said will, leaving the said (*tenant for life*) party hereto him surviving, who thereupon entered into and is now in possession of the said devised premises, but the said (*tenant for life*) hath not at present any issue male of his body. AND WHEREAS the said (*nephew*) hath long since departed this life without leaving any issue male of his body. AND the said (*second tenant for life*) is also since dead, leaving the said (*tenant in remainder*) his eldest son. AND WHEREAS the said (*tenant for life*) and (*him in remainder*) are minded and desirous to bar the estate tail of or to which the said (*tenant in remainder*) is seised or entitled of and in the said devised premises expectant on the death and failure of issue male of the body of the said (*tenant for life*), but

FINES AND
RECOVER-
IES.

Recovery by a
Remainder-
Man.

Death of testa-
tor, and that
tenant for life
hath no issue
male.

That parties
are desirous of
suffering a re-
covery of estate
of remainder-
man, without
prejudicing
former estates.

**NINE AND
RECOVER
REK.**

*Recovery by a
Remainder
Man.*

Consideration.

701

Words of con-
veyance.

Habendum.

To the use of te-
nant during
lives of bargainor
and bargainee.

without prejudicing the estate for life therein of the said (*tenant for life*) or the uses or estates in and by the said will limited unto or for the benefit of the first and other sons of the said (*tenant for life*) as aforesaid, all which estates and interests last mentioned are intended to be corroborated and confirmed by the common recovery hereinafter mentioned. NOW THEREFORE THIS INDENTURE WITNESSETH, that for and in consideration of the sum of five shillings a piece of lawful money of the united kingdom, &c. to them the said (*tenant for life*) and (*him in remainder*) in hand well and truly paid by the said (*tenant to the præcipe*) upon or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable causes and considerations them the said (*tenant for life*) and (*him in remainder*) thereunto moving, THEY the said (*tenant for life*) and (*him in remainder*) HAVE, and each of them HATH granted, bargained, sold, and confirmed, and by these presents DO, and each of them DOth grant, bargain, sell, and confirm unto the said (*tenant to the præcipe*) ALL, &c. (*here introduce parcels with appropriate general words.*) TO HAVE AND TO HOLD the said messuage or tenement, lands, hereditaments, and all and singular other the premises hereinbefore described, and hereby granted, bargained, and sold, or intended so to be, with their and every of their rights, members, and appurtenances, unto the said (*tenant*) and his assigns, TO THE USE AND BENEFIT of the said (*tenant to the præcipe*) and his assigns, for and during the term of the joint natural lives of them the said (*tenant for life*) and (*him in remainder*)

and (*tenant to the præcipe*), To THE INTENT AND PURPOSE that the said (*tenant to the præcipe*) by virtue of these presents, may be and become a good and perfect tenant of the freehold of the said messuage or tenement, lands, hereditaments, and premises hereby granted, bargained, and sold, or intended so to be, against whom one or more common recovery or recoveries may be had, executed, and perfected thereof in manner herein-after mentioned. FOR WHICH PURPOSE, it is hereby covenanted, concluded, declared, and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said (*demandant*) at the proper costs and charges, of the said (*tenant for life*) before the end of this present term, or in some other subsequent terms, to sue forth, and prosecute out of his Majesty's High Court of Chancery, against the said (*tenant to the præcipe*) one or more writ or writs of entry sur *Disseisin, en la post.*, returnable and to be returned before his Majesty's Justices of the Court of Common Pleas at Westminster, thereby demanding against the said (*tenant to the præcipe*) the said messuage or tenement, lands, hereditaments, and premises, by such apt and convenient names, quantities, and qualities of land and other descriptions to comprise and ascertain the same, as shall be thought necessary; to which writ or writs the said (*tenant to the præcipe*) shall appear gratis, in his own proper person, or by his attorney, lawfully authorized in that behalf, and enter into warranty and vouch to warrant the said (*tenant for life*) who shall also appear, gratis, in his own proper person or by his attorney thereunto lawfully authorized, and enter into warranty and vouch to

FINES AND
RECOVERIES.

Recovery by a
Demandant
Man.

to make him
tenant to the
præcipe for
suffering a re-
covery.

Directions for
suffering reco-
very.

**FINES AND
RECOVERIES.**

*Recovery by a
Remainder-
Man.*

**Declaration of
the uses.**

warrant the common vouchee of the same court of Common Pleas, who shall also appear gratis, and imparle; and, after imparlance had, make default and depart in contempt of the court, so as judgment may be had and given thereupon, and execution thereupon awarded; and such further and other proceedings shall be had on the said writ or writs, so as one or more good and perfect recovery or recoveries shall be thereupon had and suffered of the said messuage or tenement, lands, hereditaments and premises, according to the usual form and order of common recoveries, with double voucher for assurance of lands in such cases used and accustomed. AND IT IS HEREBY FURTHER COVENANTED, CONCLUDED, DECLARED, AND AGREED UPON, by and between all and every the said parties to these presents, that from and immediately after such time as the said common recovery or recoveries shall be suffered, executed, and perfected, as aforesaid, of the said messuage or tenement, lands, hereditaments, and premises, the said common recovery, and also the full force and execution thereof, and of these presents, and the bargain and sale hereinbefore by these presents made and herein contained, and all and every other common recovery and recoveries, and all other conveyances and assurances in the law whatsoever, heretofore had, made, suffered, or executed, or hereafter to be had, made, suffered, or executed of the said messuage or tenement, lands, hereditaments, and premises, by or between the said parties to these presents, or any of them, or whereunto they or any of them are, is, or shall be party or parties, privy or privies, shall be and enure, and shall be construed, adjudged, deemed, and taken to be and

enure, and is and are hereby declared to have been at the time of making, levying, suffering, and executing thereof, meant and intended to be and enure; and the recoveror or recoverors in such common recovery or common recoveries named or to be named, and his and their heirs, shall stand and be seised of all and every the said premises to the uses, and subject to the proviso hereinafter limited, expressed, and contained of and concerning the same, (that is to say) **TO THE USE** of the said (*tenant for life*) and his assigns, for and during the term of his natural life, and from and after the decease of the said (*tenant for life*), **TO THE INTENT AND PURPOSE** to corroborate, strengthen, and confirm the several uses and estates in and by the said recited will devised or limited unto or for the benefit of the first and other sons of the body of the said (*tenant for life*) and of the heirs male of their bodies successively, according to the true intent and meaning of these presents, and subject to the several uses, estates, and interests so hereby intended to be corroborated, strengthened, and confirmed as aforesaid, and as and when the same shall respectively end and determine, **TO THE USE** of the said (*tenant in remainder*) his heirs and assigns for ever, and to or for no other use, intent, or purpose whatsoever. **PROVIDED ALWAYS**, (1) and these presents are upon this express condition nevertheless,

**FINES AND
RECOVER-
RIES.**

*Recovery by a
Remainder-
Man.*

To first tenant
for his life,

then to
strengthen the
uses limited to
his issue male,

and afterwards
to remainder-
man in fee,

Proviso for
avoiding the
deed without
prejudicing
former estates.

(1) This proviso is added to prevent letting in incumbrances of remainder-man in tail, for by the non-payment of the money the deed becomes void; and the bargainee or grantor on entry seised of his *ancient life* estate. Though the deed is void, this subsequent cesser of the estate does not impeach the recovery,

FINES AND
RECOVERIES.Recovery by a
Remainder-
Man.

and it is hereby declared to be the true intent and meaning of these presents, that if the said (*tenant to the præcipe*) his executors or administrators shall not well and truly pay or cause to be paid unto the said (*tenant for life*) the full and just sum of of lawful money of the united kingdom of Great Britain and Ireland, &c. on the day of now next ensuing, then the grant, bargain and sale of the said messuages or tenements, lands, hereditaments, and premises made by these presents, shall from thenceforth cease and be void; and in such case it shall and may be lawful to and for the said (*tenant for life*) or his assigns, to enter into or upon the said messuage or tenement, lands, hereditaments, and premises hereby granted, bargained and sold, or any part thereof, in the name of the whole, and the same to have again, hold, and enjoy as in his or their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding. IN WITNESS, &c.

for if there is an actual tenant of the freehold at the time the præcipe is sued, or *before judgment*, it is immaterial what becomes of it afterwards; 1 Salk. 568. 1 Shower, 347. Hob. 262. Noy, 126. 1 Mod. 218. The reason for making the deed in case of this complexion for the joint lives of the bargainee and bargainor is, that the old reversion continues; for supposing the bargainor to have the usual power of leasing, jointuring, and charging, it might, if he had parted with the whole life estate, be apprehended that the powers, whether appendant or in gross, would be extinguished thereby; Edwards v. Slater, Hardress, 410. King and Melling, 1 Ventr. 225. and a limitation or grant of new powers would be void against the sons and heirs male of their bodies; 3 Co. Litt. 203 b. note 94, sec. 329.

No. XXXIX.

FINES AND
RECOVERIES.

Introduction to the Uses of a Recovery, with double Vouchers in the Court of Great Sessions for Radnor, in which the Heir at Law of a deceased Trustee concurs in making a Tenant to the Præcipe.

*Recovery of
Lands in Wales.*

THIS INDENTURE, of five parts, made, &c.
BETWEEN (a trustee) eldest son and heir of (a de- Parties.
 ceased trustee) of the first part ; (vendor or pre-
 sent cestui que trust) of the second part ; (tenant
 to the præcipe) of the third part ; (demandant) of
 the fourth part ; and (vendee) of the fifth part ;
RECITING lease and release ; whereby in considera-
 tion of the sum of to certain vendors by
 the father of the said trustee in hand paid or men-
 tioned to be paid before the sealing and delivery of
 the said indentures, and for other the considera-
 tions therein mentioned, said vendors did convey
 the premises unto and to the use of the said father,
 his heirs and assigns. **AND RECITING** a certain Recites a con-
 deed poll, or instrument in writing, under the hand veyance to a
 and seal of the said deceased trustee, bearing date, deceased trustee
 &c. and reciting the said hereinbefore recited conveyance absolutely,
 conveyance, the said deceased trustee did thereby
 declare that the said sum of the considera-
 tion money in the said recited indenture of release
 mentioned, was the proper money of cestui que
 trust, his brother ; and that the name of him the
 said trustee was made use of in the said indentures
 of lease and release **IN TRUST** only for his said brother,
 and that he did thereby covenant with his
 said brother, his heirs and assigns, to convey the
 said premises unto them, or to such person
 or persons, and their respective heirs as they
 should appoint, free from incumbrances. and declara-
 tion of trust.

FINES AND
RECOVERIES.*Recovery of
Lands in Wales.*

The death of
trustee intestate, and descent of the legal estate on his heir.

The right of
cestui que trust
or vendor.

The contract
for purchase.

Consideration.

AND WHEREAS the said (*trustee*) departed this life intestate, before he had ever executed any grant or conveyance of the aforesaid premises to the said (*cestui que trust*) and his heirs, so that the legal estate of and in the said premises, descended unto the said (*trustee*) party to these presents as his heir at law. AND WHEREAS the said (*vendor*) is now seised of and in the actual possession of the said messuage and premises, claiming the same for some estate of inheritance by and under the will of (*original cestui que trust, his grandfather*) or by and under the will of his late (*uncle*) deceased. AND WHEREAS the said (*vendee*) hath contracted and agreed with the said (*vendor*) as well for the absolute purchase of the fee-simple and inheritance in possession of the said messuages, lands, and hereditaments in the said county of , as for all his the said (*vendee's*) other freehold and leasehold messuages, lands, hereditaments and premises in the county of at and for the price or sum of . Now THIS INDENTURE WITNESSETH, that in pursuance of the said contract and agreement; and for and in consideration of the said sum of which is the same sum of money as is mentioned to be the consideration in a certain other indenture of release bearing date, &c. and made or expressed to be made between, &c. ; and for which said sum of , the said (*vendee*) hath given a receipt on the back of the said last mentioned indenture of release, and also for and in consideration of 5s. of lawful money of, &c. to the said (*vendee*) in hand paid by the said (*vendor*), the receipt whereof is hereby acknowledged. AND, for the better conveying and assuring the said

messuages, lands, hereditaments and premises in the said county of Radnor, hereinafter mentioned to be hereby released or intended so to be, to the use of (*vendee*) and his heirs, and for barring and destroying of all estates tail, and all reversions and remainders thereupon expectant or depending of and in the said premises; and in consideration of the sum of 10s. of like lawful money to each of them the said (*trustees*) party hereto, and (*vendee*) in hand well and truly paid by the said (*tenant to the præcipe*) at or before the execution of these presents, (the receipt whereof is hereby also acknowledged,) HE the said (*trustee*) party hereto, at the request and by the direction and appointment of the said (*vendee*) testified by his being a party to and selling and delivering these presents, HATH bargained, sold, aliened, released, and confirmed, and by these presents BOTH bargain, sell, alien, release and confirm; AND the said (*vendee*) HATH granted, bargained, sold, aliened, released, ratified and confirmed, and by these presents BOTH fully, clearly, and absolutely grant, bargain, sell, alien, release, ratify and confirm unto the said (*tenant*) in his actual possession now being by virtue of a bargain and sale to him thereof made by the said (*trustee*) party hereto, and (*vendor*) for 5s. a-piece consideration, by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession, and to his heirs and assigns, ALL, &c. (*Here insert parcels with appropriate general words.*)

FINES AND
RECOVERIES.

Recovery of
Lands in Wales.

Release by
trustee.

Grant and re-
lease by ven-
dor.

Parcels, &c.

**FINES AND
RECOVERIES.**

*Recovery of
Lands in Wales.*

Habendum.

To make a tenant to the pre-
cipe for suffering a recovery
in the Great
Sessions for the
county of Rad-
nor.

AND the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits thereof, and of every part and parcel thereof belonging, or in anywise appertaining. AND all the estate right, title, interest, property, claim, and demand whatsoever, both at law and in equity of them the said (*trustee*) party hereto, and (*vendee*) and each of them, of, into, or out of the said hereby released premises, or any of them, or any part or parcel thereof. TO HAVE AND TO HOLD the said messuage, tenement, lands, and all and singular other the premises hereinbefore mentioned and intended to be hereby granted and released, with the appurtenances unto the said (*tenant*) his heirs and assigns, TO THE ONLY PROPER USE AND BEHOOF of the said (*tenant*) his heirs and assigns, TO THE INTENT AND PURPOSE, that by virtue of the said bargain and sale for a year, and of these presents the said (*tenant*) may be and become perfect tenant of the freehold and inheritance of all and singular the premises, to the end that one or more good and perfect common recovery or recoveries, may be had, suffered, and executed against the said (*tenant*) of the said premises, in such manner as is hereinafter mentioned, and for which end, intent and purpose it is hereby covenanted, concluded, and agreed upon, by, and between all the said parties of these presents; and they do hereby accordingly declare and agree for themselves severally, and for their several heirs, that it shall and may be lawful to and for the said (*demandant*) at the costs and charges of the said (*vendor*) before the end of the next or some other subsequent great sessions to be held for the county of Radnor, to sue forth and

prosecute one or more writ or writs of *quod ei de-
forecat* after the usual manner and course of com-
mon recoveries, in such cases used for the assurance
of land against the said (*tenant*) returnable before
his Majesty's Justices of the said Great Sessions,
in and by which said writ or writs of *quod ei de-
forecat*, the said (*demandant*) shall and may de-
mand against the said (*tenant*) the said premises,
and such apt and convenient names, certainties,
quantities, qualities, number of acres and other
descriptions in the said writ or writs to be contain-
ed, as shall be effectual to ascertain and comprize
the same, unto which said writ or writs so to be
sued forth and prosecuted as aforesaid, the said
(*tenant*) in his proper person or by his attorney
thereto lawfully authorized, shall appear gratis,
and make defence according to law, and shall
thereupon vouch to warranty the said (*vendor*), who
shall thereupon also appear gratis in his own
proper person, or by his attorney thereunto law-
fully authorized, and shall enter into warranty,
and make defence therein according to law, and
shall thereupon vouch over to warrant, the com-
mon vouchee of the same Court of Great Sessions,
who shall also appear and enter into warranty and
imparle, and after such imparlance made shall
make default and depart in contempt of the court,
so as judgment shall and may be thereupon had
and given for the said (*demandant*) to recover the
said premises against the said (*tenant*) and for him
to recover in value against the said (*vendor*), and
for him to recover in value against the said com-
mon vouchers, and that execution shall and may
be awarded and had accordingly, and all and
every other act and thing he does and executed,

**FINES AND
RECOVERY.**

*Recovery of
Lands in Reple.*

FINES AND
RECOVERIES.*Recovery of
Lands in Wales.*

neededful and requisite for the suffering and perfecting such common recovery or recoveries with voucher as aforesaid. AND IT IS HEREBY FURTHER COVENANIED, (CONCLUDED, AND AGREED UPON, by and between all and every the said parties to these presents, and they do hereby accordingly declare and agree for themselves severally and for their several heirs, that from and immediately after such time as the said common recovery or recoveries shall be had, suffered, executed, and perfected of the said premises, or in any other manner to be had, suffered, executed, and perfected, and the executions thereof respectively, and also of these presents, and all and every other common recovery and recoveries, fines, conveyances and assurances whatsoever, had, or to be had, made, levied, suffered, or executed, of the said premises or any part thereof, by the description before mentioned, or by any other descriptions, by or between the said parties to these presents, or any of them, or whereunto they or any of them are, is or shall be parties or party, privies or privy, shall be, operate, and enure, and shall be construed, adjudged, deemed, and taken, to operate and enure; and the recoveror or recoverors, and his and their heirs, and all and every other person and persons whatsoever, which shall or may stand or be seised of the said premises, by virtue or force of the said recovery or recoveries, or otherwise howsoever, shall and will stand, and be seised thereof, and of every part or parcel thereof, to the only proper use and behoof of the said (*vendee*) his heirs and assigns, for ever, and to and for no other use, intent, or purpose whatsoever. AND the said (*vendqr*) for himself, his heirs, executors, and administrators, and every

Covenant that
trustee has
done no act to
incumber.

of them covenant and declare to and with the said (*vendee*) his heirs and assigns, that neither he the said (*trustee*) party hereto, nor the said (*trustee*) deceased, have nor either of them hath at any time heretofore made, done, or committed, or wittingly or willingly suffered to be made, done, or committed, any act, matter, or thing whatsoever, whereby or by means whereof the said messuages, tenements, lands, and premises, or any part or parcel thereof are, is, can, or may be any ways impeached, charged, or incumbered in estate, title, charge, or otherwise howsoever. AND the said (*vendor*) for himself, his heirs, executors, and administrators, and for every of them, Doth covenant, promise, and agree to and with the said (*vendee*) his heirs and assigns by these presents, in manner following (that isto say) That (for and notwithstanding any act, matter, or thing whatsoever by them the said (*trustee*) party hereto, and (*vendee*) or the said (*trustee*) deceased, or by the said (*grandfather*) or by the said (*uncle*) or by any or either of them made, done, committed, or wittingly or willingly suffered to the contrary) They the said (*vendor*) and (*trustee*) party hereto at the time of sealing and delivering these presents, have or one of them hath in themselves or himself good right, full power, and lawful and absolute authority to grant and release and convey the said messuages, tenements, lands, and premises, and every part or parcel thereof in the manner hereinbefore expressed. AND ALSO that it shall and may be lawful to and for the said (*vendee*) his heirs and assigns from time to time, and at all times for ever hereafter peaceably and quietly to have, hold, use, occupy,

FINES AND
RECOVERIES.

Receipts of
Lands in Wales.

Covenant that
trustee and
vendee can
convey.

For quiet en-
joyment.

FINES AND
RECOVERIES.*Recovery of
Lands in Wales.*

Free from incumbrances.

For further assurance.

possess, and enjoy the said messuage, tenement, lands, and premises hereby or intended to be hereby conveyed and assured to the use of the said (*vendee*) his heirs and assigns, as aforesaid; and to receive and take the rents, issues, and profits thereof, and of any part thereof, to and for his and their own use and benefit, without the lawful lett, suit, molestation, or interruption of or by the said (*vendee*) and (*trustee*) party hereto, or either of them, their or either of their heirs or assigns, or of or by any other person or persons lawfully claiming or deriving any estate right, title, trust, or interest of, into, or out of the said messuage, tenement, lands, and premises, or any part or parcel thereof, by, from, or under them, any, or either of them. AND that free and clear, and freely and clearly acquitted, exonerated, and discharged or otherwise by the said (*vendee*) his heirs, executors, and administrators, well and sufficiently saved, defended, kept harmless and indemnified of, from, and against all former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, rights and titles of dower, uses, trusts, charges, and other incumbrances whatsoever had, made, done, committed, occasioned, or suffered, or to be had, made, done, committed, occasioned, or suffered by the said (*vendor*) or by the said (*trustee*) party hereto, or by the said (*trustee*) deceased, or by the said (*grandfather*) or by the said (*uncle*) deceased, or by or through any of their means, assent, consent, default, privity, or procurement. AND MOREOVER, that he the said (*vendor*) and his heirs, and all and every other person or persons having or deriving, or who shall or may have or

lawfully claim or derive any estate right, title, trust, or interest, either at law or in equity of, into, or out of the aforesaid messuage, tenement, lands, and premises hereby or intended to be hereby conveyed and assured to the use of the said (*vendee*) his heirs and assigns, as aforesaid, or any part or parcel thereof, from, by, or under, or in trust for him, or by, from, or under any of the persons, as aforesaid, shall and will from time to time, and at all times hereafter upon any reasonable request and at the costs and charges, of the said (*vendee*) his heirs and assigns, or some or one of them, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devises, conveyances, and assurances in the law whatsoever, for the better, perfect, and absolute granting, conveying, and assuring, of the said messuage, tenement, lands, and premises, with their and every of their appurtenances, unto and to the use of the said (*vendee*) his heirs and assigns, for ever, according to the true intent and meaning of these presents, as by the said (*vendee*) his heirs or assigns, or his or their counsel in the law shall be lawfully and reasonably devised or advised and required, so as such further assurances contain in them no further or other warranty or covenants than against the person or persons, and his, her, and their heirs, who shall make or execute the same, and so as the party or parties who shall be requested to make such further assurance, be not compelled or compellable for

FINES AND
RECOVERIES.

*Recovery of
Lands in Wales*

FINES AND
RECOVERIES.

the making or doing thereof, to go or travel from his; her, or their usual place or places of abode.
IN WITNESS, &c.

No. XL.

Extract from Bargain and Sale inrolled, leading the Uses of a Recovery of Lands in Ancient Demesne.

*Recovery of
Lands in An-
cient Demesne.*

To HAVE AND TO HOLD the said, &c. and all and singular other the premises hereinbefore mentioned and intended to be hereby bargained and sold with their and every of their appurtenances unto the said (*tenant*) his heirs and assigns, To THE ONLY PROPER USE AND BEHOOF of the said (*tenant*) his heirs and assigns for ever; To THE INTENT AND PURPOSE, that by virtue of these presents, HE the said (*tenant*) may be and become perfect tenant of the freehold and inheritance of the same hereditaments and premises, To THE END that one or more good and perfect common recovery or recoveries may be suffered and executed against the said (*tenant*) of the said hereditaments and premises, in such manner as is hereinafter mentioned; FOR WHICH END, INTENT AND PURPOSE it is hereby covenanted, concluded, and agreed upon, by and between all the said parties to these presents, that it shall and may be lawful to and for the said (*demandant*) at the costs and charges of the aforesaid (*vendor*) party hereto, by or before the day of next, or as soon after as conveniently may be, to sue forth and bring out of his Majesty's High Court of Chancery, and prosecute in the Court of his

Majesty's manor of Havering at the Bower, in the county of Essex, according to the custom thereof against the said (tenant) one or more writ or writs of right close in the nature of a writ or writs of entry sur Disseisin en le post, to be directed to the bailiff of the manor aforesaid; in and by which said writ or writs the said (demandant) shall and may demand against the said (tenant) the said hereditaments and premises, by such apt and convenient names, certainties, quantities, qualities, numbers of acres, and other descriptions in the said writ or writs to be comprised, as shall be advised or adjudged necessary; unto which said writ or writs the said (tenant) in his proper person shall appear gratis, and make defence therein, according to the custom of the manor aforesaid, and shall thereupon vouch to warranty the said (vendor) party hereto, who shall thereupon also appear gratis in his own proper person, (1) and enter into warranty, and make defence therein, according to the custom of the said manor; and shall thereupon vouch over to warrant the common vouchee of the same court, who shall also appear and enter into warranty, and imparle, and after such imparlance had, make default and depart in contempt of the court, so as judgment shall and may be thereupon had and given for the said (demandant) to recover the said hereditaments and premises against the said (tenant) and for him to recover in value against the said (vendor) party hereto, and for him to recover in value against the common vouchee; AND the execution shall

**FINES AND
RECOVERIES.**

*Recovery of
Lands in An-
cient Demesne.*

(1) Query, whether this recovery could be suffered by attorney? Ed.

**FINES AND
RECOVERIES**

*Recovery of
Lands in An-
cient Domains.*

*ambrosi hovei
a. 10. 1. 1. 1. 1.
ambrosi*

and may be thereupon awarded and had accordingly, and all and every other act and thing be done and executed, needful and requisite for the suffering and perfecting such common recovery or recovery with vouchers; as aforesaid, according to the custom of the said manor, and the usual course of common recoveries for the assurance of lands within the same manor, in such cases time out of mind of man used and approved. AND it is hereby further covenanted, concluded, declared, and agreed upon, by and between all and every the said parties to these presents; and it is the true intent and meaning of them and of these presents, that from and immediately after the said common recovery or recoveries shall be had, suffered, executed, and perfected, of all and singular the said hereditaments and premises, with their and every of their appurtenances as aforesaid, the same common recovery or recoveries, so as aforesaid, or in any other manner, to be had, suffered, executed and perfected, and the executions thereof respectively, and also of these presents, and all and every other common recovery and recoveries, fines, conveyances, and assurances whatsoever, had or to be had, made, levied, suffered or executed, of the same hereditaments and premises, or any part thereof, with their appurtenances, by any name or names, description or descriptions whatsoever, by or between the said parties to these presents or any of them, or whereunto they or any of them are, is, or shall be parties or party, privies or privy, shall operate, be, and enure, and shall be construed, adjudged, deemed, and take, to operate, be, and enure; and the recoveror and recoverors, and his and their

heirs, and all and every other person and persons whatsoever, which shall or may stand or be seised of the said hereditaments and premises with their appurtenances, by virtue or force of the said recovery or recoveries, or otherwise howsoever, shall and will stand and be seised thereof and of every part thereof, To THE ONLY PROPER USE AND BEHOOF of the said (purchaser) his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever.

**FINE AND
RECOVERY
RIEN**

No. XLI.

Introduction to the Uses of a Fine.

THIS INDENTURE, made, &c. BETWEEN (cognizor) (1) and (his wife) of the one part; and (cognizee) of the other part; WITNESSETH, that for the settling, conveying, and assuring, the several messuages, lands, and hereditaments, hereinafter mentioned and described to the uses, upon the trusts, and to and for the ends, intents, and purposes, hereinafter limited, expressed, and declared; and for and in consideration of the sum of five shillings to the said (cognizor and wife) in hand paid by the said (cognizee), at or before sealing and delivering these presents, the receipt whereof is hereby acknowledged, HE the said (cognizor) for himself, his heirs, executors, and administrators, DOETH covenant, promise, grant, and agree to and with the said (cognizee)

*Doeth leading
the Uses of a
Fine.*

(1) A cognizor is he that passeth or acknowledges a fine of lands or tenements to another: and a cognizee is he to whom the fine of the said lands or tenements is levied: 32 Hen. VIII. c. 5.

FINES AND
RECOVERIES*Deed leading
the Uses of a
Fine)*

his heirs and assigns, in manner following, (that is to say), That he the said (*cognizor*) and (*his wife*) she the said (*wife*), thereunto freely and voluntarily consenting, shall and will, either alone or together with other parties or parcels at the costs and charges of the said (*cognizor*) his executors or administrators, in or before Term, next ensuing, or in or as of some other term when thereunto requested by the said (*conuzee*) and his heirs, or any of them, acknowledge and levy in due form of law before his Majesty's Justices of the Court of Common Pleas at Westminster; unto the said (*cognizor*) and his heirs, one or more fine or fines *sur conuzance de droit come ceo*, &c., whereupon proclamations shall and may be had and made according to the form of the statute in that case made and provided, and the usual course of fines in such cases accustomed of and concerning (1) (*here introduce the parcels*

(1) Of shares in the New River Water Works,

"ALL THOSE five full eighth parts, the whole into eight parts to be divided of her the said of and in ALL THAT one thirty sixth part or share of the moiety called the King's Moiety of the New River Water Work, Cut, and Stream thereof, brought from Chadwell and Amwell, in the counties of Hertford and Middlesex, or one of them to the city of London, as the same is or was mixed with Sir Edward Ford's work, the said King's moiety into thirty-six parts or shares, to be divided, and of and in ALL THAT messuage belonging or used as belonging to the said Works, with the ponds, yards, and gardens, thereunto belonging, situate, lying, or being in the parish of Islington, in the said county of Middlesex; and of and in ALL OTHER messuages, tenements, buildings, rivers, ponds, streams, and water-

or property of which the fine is intended to be levied with appropriate general words) by such apt and convenient names, quantities, qualities, numbers of acres, and other descriptions, to distinguish and comprise the same as the said (cognizee) his heirs and assigns, or any of them, his, their, or any of their counsel in the law shall consider effectual, or shall reasonably devise, advise, and require. WHICH SAID FINE OR FINES SO AS AFORESAID, or in any other manner, or at any other time or times, levied or to be levied and acknowledged, and all and every other fine and fines, recovery and recoveries, conveyances and assurances in the law whatsoever heretofore had, made, levied, acknowledged, suffered, or executed, of and concerning (1) all or any part or parts of the same premises, either alone or together with other hereditaments; and by the

**FINES AND
RECOVERIES
BARS**

*Dead leading
the Uses of a
Fines*

courses, belonging or used or enjoyed as belonging to the said water-courses; and of the ground and soil of the said river, ponds, streams, and water-courses; and of and in all pipes, conduits, engines, cisterns, and other implements, to the same belonging; and of and in all and all manner of profits, advantages, and commodities whatsoever thereof, or by reason or means thereof, to be paid, raised, or gotten; and of and in all such fines and sums of money, rents, reservations, benefits, profits, and commodities whatsoever, that now are or at any time or times hereafter shall or may be raised, had, made, levied, or gotten, by any place or places, or unto such person or persons whatsoever."

(1) If of shares of the New River Water Works, say, "of and concerning the said shares and hereditaments or any of them, or any part or parcel of the same."

**FINES AND
RECOVER-
IES.**

description aforesaid, or by or between, the said parties to these presents, or any of them, or whereunto they or any of them, are is, or shall be party or parties, privy or privies, shall so far as they or any of them relate to or concern the said hereditaments and premises, be and enure; and the same fine or fines, recovery or recoveries, conveyances and assurances, are hereby declared to have been at the time of levying, suffering, or executing the same, meant and intended to be and enure to the uses, upon the trusts, and to and for the ends, intents, and purposes, hereinafter limited, expressed, and declared of and concerning the same, (that is to say,) (*here express the uses.*)
IN WITNESS, &c.

No. XLII.

Deed declaring the Uses of a Fine.

*Deed declaring
the Uses of a
Fine.*

THIS INDENTURE, made, &c., BETWEEN (*cognizor*) and (*his wife*) of the one part; and (*the cognizee*) of the other part. WHEREAS the said *cognizor* and (*his wife*) did in or as of Term, now last past, levy and perfect a fine *sur confuzance de droit come ceo*, &c. unto the said (*cognizee*) and his heirs, of and concerning ALL, &c. by the name of, &c. but no uses of such fine were at the time of levying or perfecting thereof, nor hath hitherto been declared of the same. NOW THEREFORE THIS INDENTURE WITNESSETH, AND IT IS HEREBY DECLARED AND AGREED, by and between all and every the said parties to these presents, so far as they are respectively interested, that the said fine so as aforesaid, and all and

every other fine and fines, &c. [as in last pre-
cedent] and the same fine or fines are hereby de-
clared to have been at the time of levying, suffer-
ing, or executing the same, meant and intended
to be and enure to the uses, upon the trusts, and
to and for the ends, intents, and purposes herein-
after limited, expressed, and declared of and con-
cerning the same, [here express uses.] IN
WITNESS, &c.

No. XLIII.

*The Mode of supplying a Defect in Title oc-
casioned by the Loss of Deed, leading the
Uses of a Fine.*

TO ALL WHOM THESE PRESENTS SHALL COME New Declara-
tion, former lost.
UNTO AND CONCERN, D. E. of , in the
county of , gent. and F. his wife, sends Reciting deed
to lead the
uses of a fine.
greeting. WHEREAS the said A. B. and C. his
wife, did duly sign and seal and as their act and
deed deliver a certain indenture in the words
following, (that is to say) THIS INDENTURE,
made, &c. BETWEEN D. E. of, &c. and F. his
wife, of the one part, and G. H. of, &c. of the
other part; WITNESSETH, that for the settling,
conveying, and assuring the messuages, lands,
tenements, hereditaments, and premises herein-
after mentioned and described, to and for the
several uses, estates, intents, and purposes here-
inafter expressed and declared, and for and in
consideration of the sum of five shillings a piece
of lawful money of, &c. to the said D. E. and F.
his wife, in hand paid by the said G. H. at or
before the execution of these presents, the receipt
whereof is hereby acknowledged, he the said

**FINES AND
RECOVERIES.**

*New Descrip-
tion, former lost.*

D. E. for himself and the said F. his wife, his and her heirs, doth covenant, promise, and grant, and she the said F. doth consent and agree to and with the said G. H. and his heirs by these presents, that they the said D. E. and F. his wife, shall and will at the costs and charges in the law of the said D. E. his executors, administrators, and assigns, before the end of next Michaelmas term, or some other subsequent term, acknowledge and levy in due form of law, before his Majesty's Justices of the Court of Common Pleas at Westminster, unto the said G. H. and his heirs, one or more fine or fines, *sur contrainte de droit come ceo*, &c. with proclamations to be thereupon had according to the form of the statute in that case made and provided, and the usual course of fines in such cases used and accustomed of and concerning ALL, &c. and all ways, waters, watercourses, easements, profits, privileges, liberties, commodities, advantages, emoluments, hereditaments, and appurtenances whatsoever, to the said messuages, lands, tenements, hereditaments, and premises hereinbefore mentioned, and every of them belonging, or in any wise appertaining, or therewith, or with any part or parcel thereof usually held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of all and singular the said premises, and of all the estate right, title, interest, inheritance, use, trust, property, claim, and demand whatsoever, both at law and in equity of them the said D. E. and F. his wife, *in, to, or out of the*

same premises, every or any part or parcel thereof, by such apt and fit names, descriptions, quantities and qualities of land and other particulars, and in such manner and form as shall be advised and thought fit for that purpose; ~~AND~~ it is hereby declared and agreed, by and between the said parties to these presents, that as well the said fine or fines, so as aforesaid, or in any other manner, or at any other time levied, or to be levied, of the said messuages, lands, tenements, hereditaments, and premises, or any of them, or whereunto they, or any of them are, or shall be parties or privies, shall be and enure, and shall be adjudged, deemed, construed, and taken, and so are and were meant, and intended to be, and enure, and the conuzee or conuzees in the said fine or fines named or to be named, and his or their heirs, shall stand and be seised of the same messuages, lands, tenements, hereditaments, and premises, with their and every of their appurtenances, to the use and behoof of the said G. H. his heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever. **IN WITNESS, &c.** **AND WHEREAS** in or as of

**FINES AND
RECOVERIES.**

*New Declaration,
former lost.*

term, in the year of our Lord , a fine was duly levied and perfected by the said D. E. and F. his wife, pursuant to the said indenture hereinbefore recited or set forth, as by the records of the said fine may appear. **AND** WHEREAS the said indenture has been lost or mislaid, and a draft thereof only is extant. **AND** WHEREAS the said draft hath been compared with and agreed with the said indenture hereinbefore recited or set forth. **NOW THEREFORE THESE PRESENTS WITNESS** and the said D. E. and F.

Fine levied,

but deed has
been lost and
draft only extant.

Fresh declaration.

**FINES AND
RECOVER-
IES.**

*New Declara-
tion, formerly lost.*

his wife, do hereby declare that they did both duly sign and seal, and as their act and deed deliver the aforesaid indenture ; and moreover that they the said D. E. and F. his wife, did not at any time before the levying and perfecting the said fine, nor at any time since, direct or declare any other use thereof, and that the said fine was so levied, and at the time of so levying the same, was meant and intended by all the said parties to the said indenture to be and enure To THE USE AND BENEFIT of the said G. H. his heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever.

For other precedents touching the uses of fines, see Index, as well to this Volume as Mr. Barton's Precedents. Deeds of this nature when they are executed *previously* to the acknowledging the fine, are termed Deeds *leading* the Uses thereof; and when *subsequently* to the acknowledgment, Deeds *declaring* the Uses.

No. XLIV.

THOMAS AND
HUGHES
BROS.

Of London
Jamaica

Release by Tenant in Tail in Remainder, to bar
an Entail and create a Base Fee in a Moiety of
a Plantation in Jamaica.

THIS INDENTURE, made, &c. BETWEEN (the Parties
tenant in tail in remainder) of _____; in the
county of _____, one of the two only sons of
_____, of the island of Jamaica, Esq.,
and who as such is under and by virtue of the
last will and testament of (his grandfather)
deceased, entitled to the remainder in tail imme-
diately expectant on the decease of the said
(father) in an undivided moiety or half part of
the plantation and estate hereafter described and
intended to be hereby granted and released, of
the one part; and (relessee) of _____, in the
parish of _____, in the said county of _____,
of the other part; WITNESS- Witnesseth.

ETH, that for docking, barring, extinguishing,
and destroying the aforementioned estate tail and
all other entails (if any such are) vested in him
the said (tenant in tail) and for enabling him to
charge, settle, convey, and assure the hereinafter
mentioned moiety of the hereditaments hereinafter
described in such manner as he shall judge
proper, freed and discharged from such entail or
entails. AND in consideration of the sum of five
shillings of lawful money of the United King-
dom of Great Britain and Ireland, current in
Great Britain, by the said (relessee) in hand
paid to the said (tenant in tail) upon or before the
sealing and delivery of these presents, the receipt
whereof is hereby acknowledged, He the said

FINES AND
RECOVERIES.*Of Lands in
Jamaica.*

Words of conveyance.

Mention of
lease for a
year.Moiety of plan-
tation.

General words.

Slaves, &c.

And the rever-
sion, &c.

(*tenant in tail*) HATH granted, bargained, sold, and released, and by these presents DOTH grant, bargain, sell, and release unto the said (*relessee*) (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said (*tenant in tail*) in consideration of five shillings, by indenture, bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and to his heirs, ALL THAT undivided moiety or half part (the whole into two equal parts to be divided) of and in all that plantation and estate called or otherwise, situate in the said island of Jamaica, and devised by the will of the said (*grandfather*) to the said (*father*) during his life, with remainder to the first and second sons of the body of the said (*father*) and the heirs of such first and second sons lawfully issuing, with remainder over. AND of and in all and singular the houses, out-houses, boiling-houses, curing-houses, store-houses, sugar-houses, edifices, buildings, mills, stills, kilns, coppers, stews, ladles, skimmers, potting basons, sugar pots, worms, worm tubs, coolers, cisterns, utensils, effects, rights, members, and appurtenances, to the same plantation and estate belonging or in any wise appertaining; AND LIKEWISE of and in all and singular the negroes and other slaves, cattle, and stock, in, upon, or about the same plantation and estate, or thereto belonging, and their progeny and increase respectively; AND the reversion and reversions, remainder and remainders

thereof, and of every part and parcel thereof; FINES AND RECOVERIES.
 AND all the estate right, title, interest, use, trust, Of Lands in Jamaica.
 possession, property, claim, and demand, at law.
 and in equity of him the said (*tenant in tail*) of,
 in, to, and out of the same moiety and premises,
 and every part and parcel thereof. To HAVE Habendum,
 AND TO HOLD the said undivided moiety or half
 part of the same plantation or estate, negroes,
 slaves, cattle, stock, hereditaments, and all and
 singular other the premises hereinbefore expressed
 to be hereby granted and released with their
 and every of their appurtenances unto the said
 (*relessee*) and his heirs, To THE USE of the said Use.
 (*relessee*) his heirs and assigns, subject, nevertheless,
 to the estate for life of the said (*father*) under
 and by virtue of the said will of the said (*grantee*)
 as aforesaid, To THE INTENT AND PURPOSE, that Intent.
 the reversion or remainder of the same moiety of the
 aforesaid premises expectant on the decease of the
 said (*father*) may from henceforth be absolutely
 vested in the said (*relessee*) and his heirs for an
 estate of inheritance in fee simple, defeasible or
 determinable only by the decease of the said
 (*tenant in tail*) without lawful issue, or for such
 further or greater estate or interest as he the said
 (*tenant in tail*) now or hereafter can or may law-
 fully grant or part withal, of and in the same
 premises or any part thereof, in order that the
 said estate or estates tail may be effectually barr-
 ed. AND UPON THIS SPECIAL TRUST AND CON- Trust.
 FIDENCE, that the said (*relessee*) and his heirs do
 and shall reconvey and reassure the said one un-
 divided moiety or full half part of the said plan-
 tation, estate, negroes, cattle, and premises, with
 the appurtenances, to such uses, upon such trusts,

**'FINES' AND
RECOVERIES.**

for such ends, intents, and purposes, and under and subject to such powers, provisoes, considerations, and agreements, as the said (*tenant in tail*) shall at any time or times hereafter direct or appoint. And in the mean time in trust for the said (*tenant in tail*) his heirs and assigns for ever, and to and for no further or other use, intent, or purpose whatsoever. IN WITNESS, &c.

No. XLV.

Attestation of a Certificate by the Lord Chief Justice of the Common Pleas, of the Acknowledgment of a Conveyance to operate as a Recovery in the Caribbee Isles.

*Of I and, in
the Caribbe
Isles.*

BE IT REMEMBERED, that on the day of
 , before the Right Honourable
Lord Chief Justice of his Majesty's
Justices of the Court of Common Pleas at West-
minster personally appeared the within named
(A. B.) the grantor in the within written (I)
indenture, and did then acknowledge before me
that the within written indenture of release was
his act and deed, and was by him duly executed,
in order and to the intent, that the same indenture
together with this present acknowledgment
thereon had should be effectual, to bar all en-
tails, reversions and remainders if any in being,
expectant or dependant on all or any of the plan-
tations, lands, tenements, hereditaments, slaves,

(1) If such deed is executed in this country, it must be enrolled in the High Court of Chancery of that part of the kingdom wherein it is executed:

cattle, and other things, or any part thereof, granted or conveyed, or intended to be granted or conveyed by the same indenture, which I attest under my hand the day and year aforesaid, and in my aforesaid capacity.

FINES AND
RECOVERIES.

No. XLVI.

As to barring the Estate of a married Woman in America.

THE estate of a married woman may be barred in *America*, by acknowledgment of the deed to which she is made a party before the proper officer, who must examine her privately as in England, upon a fine, and certify such examination, upon the deed which must be inrolled, in the province where, &c. The grantor being in England may acknowledge before the Lord Mayor of London, or the Chief Justice of the Court of Common Pleas.

*As to barring
Estate of a
Married
Woman in
America.*

Attestation of Certificate.

BE IT REMEMBERED that, &c. To the intent that the same indenture, together with this present acknowledgment thereon had, should be effectual to pass the inheritance in fee simple, of the plantation, parcel, or tract of lands and hereditaments within mentioned to be released (the said Isabella and Margaret being solely and separately examined and consenting thereto,) which I attest under the seal of my office, the day and year aforesaid; [or if acknowledged before a judge, &c. which I attest under my hand in my aforesaid capacity, the day and year aforesaid.]

FINES AND
RECOVERIES.

Uses of Recovery, with treble Vouchers.

No. XLVII.

Release by Father, Tenant for Life, and his Son, Tenant in tail male, also a Trustee, and certain Mortgagees, for the purpose of suffering a Recovery, with treble Vouchers, to the Use of the Father, subject to a Mortgage, but discharged of the Jointure of the Mother.

Parties.

THIS INDENTURE, of six parts, made between (a tenant for life) (who is the eldest son of, &c. who was the tenant for life named in the hereinafter in part recited last will and testament of, &c. deceased) and (the wife of present tenant for life) of the first part; (the first or eldest son of the said present tenant for life) by the said (wife) of the second part; (a trustee, the eldest son and heir at law of a devisee in trust, named in the said will of the said testator, deceased) of the third part; (two ladies, mortgagees, named in the hereinafter in part recited indenture of release) of the fourth part; (tenant to the præcipe) of the fifth part; and (demandant) of the sixth part.

Recital of will, whereby premises were devised, subject to certain annuities to father of present tenant for life, for life, remainder to the first son of his body in tail male, remainder over.

WHEREAS the said (the testator) deceased, being at the time of making and publishing his said last will and testament, and thence to the time of his decease, seised of and well entitled in his own right unto the hereditaments hereinafter mentioned, to be hereby released for an absolute estate of inheritance, in fee simple, in possession, free from all charges and incumbrances, did in and by his said will, bearing date the day of and executed in such manner as the statute prescribes, for rendering valid the devise of freehold estates, devise all his hereditaments whatsoever unto and to the use of the said (devisee in trust) his heirs and assigns, upon trust, for the payment

of certain annuities therein mentioned, and which have long since determined, and subject thereto in trust for the said (*deceased tenant for life*) by his therein description of, &c. for his life, with remainder to the use of the said (*devisee*) and his heirs during the life of the said (*deceased tenant for life*) upon trust, to support the contingent remainders thereafter limited, from being defeated or destroyed; and upon the decease of the said (*deceased tenant for life*) in trust, for the first son of his body in tail male, with other subsequent limitations. AND WHEREAS, the said (*testator*) departed this life in the year of our Lord without having revoked or altered his said will. AND WHEREAS, all the several annuities charged by the said will of the said (*testator*) deceased, did determine before the expiration of the year when the trusts so proposed in the said (*devisee in trust*) in and by the said will also determined. AND WHEREAS, the said (*devisee in trust*) departed this life in the year of our Lord intestate, leaving the said (*trustee*) party hereto, his eldest son, heir at law. AND WHEREAS, by or by virtue of a certain indenture of bargain and sale, of four parts, bearing date the day of and made or expressed to be made between the said (*deceased tenant for life*) and the said (*present tenant for life*) therein described to be the eldest son and heir-apparent of the said last named (*testator*) of the first part; (*a tenant to the præcipe*) of the second part; (*certain demandants*) of the third part; and of the fourth part; and which was duly enrolled in his Majesty's Court of Common Pleas at Westminster, in the month of in the same year

FINES AND
RECOVER-
IES.

Uses of Reco-
very, with double
Vouchers.

Death of testa-
tor without re-
voking his will.

Determination
of annuities
charged by said
will.

Death of devi-
see in trust.

A bargain and
sale enrolled in
Chancery, and
a recovery,
whereby the re-
mises were
limited, subject
to power of
jointuring to
party hereto
aforesaid the
first part for
life, remainder
to his first son
in tail male,
remainders
over.

**FINES AND
RECOVERIES.**

*Uses of Recoveries,
with treble
Vouchers.*

, and of a common recovery duly suffered in pursuance thereof, in or as of Term in the year of his present Majesty King George the Third, the said (*parties of the third part*) were demandants; in which common recovery the said (*party of the second part*) was tenant, and the said (*deceased tenant for life*) first vouchee, and the said (*present tenant for life*) second vouchee; the said hereditaments hereinafter mentioned to be hereby released, were conveyed and assured (after certain intermediate uses and purposes which determined upon the decease of the said (*deceased tenant for life*) and subject to a term of years) to the use of the said (*present tenant for life*) and his assigns, for his life, with such powers of jointuring and portioning as are therein mentioned, with the next remainder to the first son of the said (*tenant for life*) in tail male, with divers remainders over.

Lease and release by way of mortgage of free-estate.

AND WHEREAS, by certain indentures of lease and release bearing date respectively the and days of , and made or expressed to be made between the said (*present tenant for life*) of the one part, and the said (*mortgagees*) of the other part; ALL the said hereditaments comprised in the said recited indenture of bargain and sale of the said day of , were for the valuable considerations in the same indenture of release mentioned, conveyed and assured unto and to the use of the said (*mortgagees*) their heirs and assigns, during the life of the said (*present tenant for life*) subject to a proviso or condition thereafter contained for redemption and re-conveyance of the same hereditaments, UPON payment by the said (*tenant for life*) his heirs, executors, or ad-

ministrators unto the said (*mortgagees*) their ex-
 ecutors, administrators, or assigns, of the full
 sum of ; and interest after the rate and at the
 days and times, and in the manner therein men-
 tioned; and which said principal sum and some
 arrear of interest do still remain unpaid. AND
 WHEREAS the said (*present tenant for life*) exer-
 cised the power of jointuring so given unto him
 in and by the said hereinbefore in part recited in-
 denture of bargain and sale of the said day
 of , and the said common recovery as
 aforesaid, by appointing the annual sum of
 unto the said (*wife*) by way of jointure for her
 life, in case of her surviving him. AND WHEREAS
 the said, &c. who is the first or eldest son of the
 said (*present tenant for life*) by the (*wife*) having
 attained his age of twenty-one years on the
 day of now last past, he having been
 born on the day of in the year of our
 Lord , It is proposed and agreed by him
 and his father, with the concurrence of his said
 mother (she having consented to be vouched) and
 of the said (*mortgagees*) that a common recovery
 shall be forthwith suffered of all the said here-
 ditaments comprised in the said hereinbefore in
 part recited indenture of bargain and sale of the
 said day of , for the purpose of
 barring all the estates tail and remainders depend-
 ant thereon and subsequent thereto, of and in the
 same hereditaments, and of conveying and assur-
 ing the absolute estate of inheritance in fee-sim-
 ple, of and in all the same premises discharged of
 the jointure of the said (*wife*) to the uses and upon
 the trusts hereinafter limited and declared of and
 concerning the same. AND WHEREAS it hath been
 thought advisable to apply unto the said (*trus-*

FINES AND
RECOVERIES:
RISES: //

Uses of Recoveries:
very, with trouble
Vouchers. //

That powers of
jointuring were
exercised;

that a recovery
is about to be
suffered to the
use of the fa-
ther, discharg-
ed of the joint-
ture;

and that it hath
been thought
advisable that
trustee should

FINES AND
RECOVERIES.

Uses of Recovery, with treble Vouchers.

concur in making a tenant to the præcipe.
Consideration.

Words of conveyance.

tee) party hereto, to concur in the conveyance hereinafter mentioned to be made preparatory to suffering the said common recovery, and which the same (*trustee*) hath consented to do. Now THIS INDENTURE WITNESSETH, that in pursuance of the said recited agreement, and for the express purpose of barring, docking, destroying, defeating and extinguishing all estates tail, and all and every the remainders, limitations, reversions, estates, conditions, and contingencies thereupon respectively expectant or dependant, of and in the said hereditaments and premises hereinafter mentioned to be hereby granted and released; and for giving unto the said (*present tenant for life*) the complete controul and dominion over the fee-simple thereof, and for and in consideration of the sum of 10s. a-piece of lawful English money by the said (*tenant to præcipe*) unto the said (*tenant for life*) (*his son*) (*trustee*) party hereto, and (*mortgagees*) in hand paid at or immediately before sealing and delivering these presents; (the receipt whereof is hereby respectively acknowledged) HE the said (*trustee*) party hereto (according to his estate and interest of and in the same hereditaments, as trustee under the said recited will of the said (*testator*) deceased, and as far as he lawfully can or may) HATH bargained, sold, and released, and by these presents DOTH, in manner aforesaid, bargain, sell, and release; and they the said (*mortgagees*) as far as they respectively lawfully can or may in their capacity of mortgagees as aforesaid HAVE, and each of them HATH bargained and sold and released, and by these presents DO, and each of them DOTH in manner aforesaid, bargain and sell and release; and they the said (*tenant for life*)

and (*his son*) HAVE and each of them HATH granted, bargained, and sold, and released, and by these presents do and each of them BOTH grant, bargain, and sell and release unto the said (*tenant to præcipe*) in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said (*tenant for life*) (*his son*) (*trustee*) party hereto, and (*mortgagees*) for 5s. a piece consideration, by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession or possession into uses) and his heirs, ALL that the manor, &c. [*Here insert parcels.*] AND all and singular other the messuages, cottages, farms, lands, tenements, advowson, and right of presentation and hereditaments, whatsoever of them the said (*tenant for life*) and (*his son*) and of either of them, or whereof or wherein they or either of them have or hath any estate of freehold whatsoever, either in equity or at law, situate, lying, or being within the parish of afore-said; TOGETHER with all and singular houses, outhouses, edifices, buildings, barns, stables, dovehouses, orchards, folds, yards, gardens, back-sides, lands, meadows, pastures, glebe lands, feedings, timber, and other trees, coppices, woods, underwoods, and the ground and soil thereof, hedges, ditches, mounds, fences, mines, minerals, delf, quarries, free chase, and free warren, free fishery, fowling, hawking, hunting, ways, waters, watercourses, paths, passages, ponds, dams, pools, commons, common of pasture, wastes, waste ground; profits, royalties, courts,

FINES AND
RECOVERIES.

Uses of Recovery, with double Vouchers.

Mention of lease for a year.

Parcels.

Words of caution.

General words.

FINES AND
RECOVERIES.

Uses of Recovery with Treble Vouchers.

courts leet, courts baron, and customary courts, view of frankpledge, and all other lawful court and courts, and all profits and perquisites of courts and leets, and all that to courts and leets and view of frankpledge do belong; and all waifs, estrays, treasure trove, goods and chattels of felons and fugitives, felons of themselves, and persons put in exigent, outlaws, deodands, wards, reliefs, escheats, fines, heriots, amerciaments, quit rents and other rents, piscaries, fishings, and fishing places, services, fairs, markets, tolls, and all other rights, liberties, jurisdictions, privileges, easements, profits, commodities, emoluments, advantages, and appurtenances whatsoever to the said manors or lordships, messuages or tenements, farms, lands, and hereditaments hereinbefore mentioned to be hereby granted and released, or any part or parcel thereof belonging or in anywise appertaining, or to or with the same or any part or parcel thereof, now or at any time heretofore usually had, used, held, occupied, possessed or enjoyed, or accepted, reputed, deemed, taken, or known, as or for part or parcel thereof, or of any part thereof. AND the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of all and singular the said several hereditaments and premises, and every part and parcel thereof; AND all the estate right, title, interest, use, trust, possession, property, claim, and demand whatsoever, as well in equity as at law, of them the said (*relessors*) and every of them, of, in, to, or out of the same, and every or any part thereof, To HAVE AND TO HOLD the said manor or lordship, messuages or tenements, farms, lands, hereditaments and premises hereinbefore mentioned to be hereby granted and re-

and the reversion, &c.

and all the estate, &c.

Habendum

leased as aforesaid, and every part and parcel thereof, with their and every of their appurtenances, (subject to the payment unto the said (*mortgagees*) their executors or administrators, of the said sum of and yearly interest) unto the said (*tenant*) and his heirs, TO THE USE AND BENEFIT OF THE SAID HOOF OF THE SAID (*tenant*) and his heirs, TO THE END, INTENT AND PURPOSE, that he the said (*tenant*) may be and become a good and perfect tenant of the immediate freehold of all the said hereditaments and premises hereinbefore mentioned to be hereby granted and released as aforesaid, with their and every of their rights, royalties, members and appurtenances, in order that one or more good and perfect common recovery or common recoveries may be had and suffered of the same premises, in such manner as is hereinafter expressed. AND for that purpose it is hereby covenanted, concluded, declared and agreed upon, between and by the said parties to these presents, that it shall and may be lawful to and for the said (*demandant*) in or as of Easter Term now next ensuing, or some subsequent term, at the proper costs and charges of the said (*present tenant for life*) to sue forth and prosecute out of His Majesty's High Court of Chancery, one or more writ or writs of entry *sur Disseisin en le post*, returnable and to be returned before the Justices of His Majesty's Court of Common Pleas at Westminster against the said (*tenant*) thereby demanding the said manors or lordships, messuages or tenements, farms, lands, hereditaments, and premises hereinbefore mentioned to be hereby granted and released, by such names and descriptions as will effectually comprise the same; and shall for that purpose be thought expedient; AND that to the

FINES AND
RECOVERIES.

Uses of Recoveries, with treble Vouchers.

Subject to mortgage money.

To tenant to the præcipe for suffering a common recovery.

with treble vouchers.

FINES AND
RECOVERIES.Uses of Recovery, with treble
Vouchers.

said writ or writs the said (*tenant*) shall appear gratis in his own proper person, or by his attorney duly authorised in that behalf, and vouch to warrant the same premises, the said (*tenant for life*) and (*wife*) who shall also thereupon appear gratis in their own proper persons, or by their attorney lawfully authorized in that behalf, and enter into warranty and vouch over to warrant the same hereditaments and premises the said (*their son*) who shall also appear gratis, in his own proper person, or by his attorney duly authorised in that behalf, and enter into warranty and vouch over to warrant the same hereditaments and premises the common vouchee of the said Court of Common Pleas, who shall thereupon appear and enter into warranty and imparle, and after imparlance made, shall make default or depart in contempt of the court; so that judgment shall and may be thereupon had and given for the said (*demandant*) to recover the said manors or lordships, messuages, or tenements, farms, lands, hereditaments, and premises, hereinbefore mentioned to be hereby granted and released against the said (*tenant*); and for the said (*tenant*) to recover in value against the said (*tenant for life*); and for the said (*tenant for life*) to recover in value against the said (*their son*); and for the latter to recover over in value against the common vouchee aforesaid, and that execution shall and may be thereupon awarded and had accordingly; and that all other acts and things shall and may be done and executed, which shall be needful and requisite for the suffering and perfecting such common recovery or common recoveries with treble voucher, as aforesaid. AND IT IS HEREBY AGREED AND DECLARED between, by, and amongst the said

parties to these presents, That as well as the said common recovery or common recoveries so as aforesaid, or in any other manner to be had and suffered ; as also from and immediately after the perfecting thereof, all and every other common recovery or common recoveries, fine and fines, conveyances and assurances in the law whatsoever already had, made, acknowledged, levied, suffered, or executed, or hereafter to be had, made, acknowledged, levied, suffered, or executed of the said hereditaments and premises hereinbefore mentioned to be hereby granted and released, or any of them, or any part or parcel thereof, either alone or jointly with any other hereditaments by and between the said parties to these presents or any of them ; or whereunto they or any of them are, is, or shall be parties, or a party or privy, shall as to the said hereditaments and premises mentioned to be hereby granted and released as aforesaid, with their appurtenances, be and enure, and shall be adjudged, deemed, construed, and taken to be and enure, and is and are hereby declared to have been at the time of the making, levying, suffering, and executing such conveyances, common recoveries, fines and assurances, meant and intended to be and enure ; and that the said (*demandant*) and his heirs, and all and every other the recoveror or recoverors in the said common recovery or common recoveries, respectively named or to be named ; and his and their respective heirs shall stand and be seised of all and singular the same hereditaments and premises, To the use of such person and persons, for such estate and estates, either absolutely or conditionally, as whether upon a sale or mortgage, and for such intents and purposes, and with,

**FINES AND
RECOVERIES.**

*Uses of Recovery, with treble
Vouchers.*

These now
commonly
adopted to bar
dower

**USES AND
RECOVERIES.**

*Uses of Recoveries,
with Vouchers*

under, and subject to such charges, powers, provisions and limitations, and in such sort, manner, and form, and with or without a power of revocation and new appointment as the said (*father*) from time to time or at any time or times by any deed or deeds, writing or writings, to be by him sealed and delivered in the presence of and to be attested by two or more credible witnesses, shall direct, limit, or appoint the same; and in default of some such direction, limitation, or appointment, or in case any such shall be when and as the uses and estates thereby directed, limited, or appointed, shall severally cease, end, and determine; and in the mean time and until such direction, limitation, or appointment, shall be made, and as to such and so much of the said hereditaments and premises mentioned to be hereby released, whereof no such direction, limitation, or appointment, shall be made, To THE USE AND BEHOOF of the said (*father*) and his assigns, during the term of his natural life; and upon the determination of that estate in the life-time of the said (*father*) To THE USE of the said (*the person who was tenant to the præcipe*) his executors and administrators, during the natural life of the said (*father*) in trust only for the said (*father*) and his assigns; and upon the determination of the estate so limited in use unto the said (*last mentioned trustee*) his executors and administrators upon trust as aforesaid, To the only proper use and behoof of the said (*the trustee or heir of devisee*) his heirs and assigns for ever. AND the said (*mortgagees*) for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, do severally but not jointly hereby covenant, pro-

mise, and declare to and with the said (*father and son*) that they the said (*trustees and mortgagees*) respectively have not nor any of them bath at any time or times heretofore made, done, or committed; nor wittingly or willingly occasioned or suffered any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the said manors or lordships, messuages or tenements, lands, hereditaments and premises, herebefore mentioned to be hereby granted and released, or any of them, or any part or parcel thereof, are, is, can, shall, or may be in any wise impeached, charged, or incumbered in title, charge, estate, or otherwise howsoever. IN WITNESS, &c.

FINES AND
RECOVERIES.

Uses of Recovery, with trouble
Poulters

RE-CONVEY-
ANCE.

*Of a Mortgage
in Fee*

RE-CONVEYANCE.

No XLVIII.

Re-conveyance by an Infant Heir of a Mortgagee to the Executors and Heir of a Mortgagee, who mortgaged to the Father of the Infant. This Deed is executed by the direction of the Mortgagor, and to enable him to complete a Sale of the mortgaged Premises.

Parties

THIS INDENTURE, made, &c. BETWEEN (the eldest son and heir of a derivative mortgagee, deceased) which said (heir) is an infant under the age of twenty-one years, (that is to say) of the age of years and upwards, of the one part; (the widow and relict of another mortgagee also deceased, and which said mortgagee mortgaged the estates pledged to him to the before mentioned mortgagee) and the only son and heir of the said (derivative mortgagee) deceased, which said (widow and son) are the executors of the last will and testament of the said (derivative mortgagee) of the other part. WHEREAS by indentures of lease and release, dated the and days of , the release being quadrupartite, and made between, &c. for the considerations therein mentioned, the said (mortgagor) DID grant, bargain, sell, alien, release, and confirm unto the said (mortgagee) his heirs and assigns, (amongst other things) ALL, &c. TO HOLD the same premises to and to the use of the said (mortgagee) his heirs and assigns for ever; subject to redemption by the said (mortgagor) his heirs, executors, or administrators, on payment of the sum of to the said

Recites a
mortgage in
fee.

(mortgagee) at the time therein mentioned and long since past. AND WHEREAS by indentures of lease and release dated respectively the and days of , the said release being tripartite, and made between (another derivative mortgagee) of the first part; the said (mortgagor) of the second part; and the said (derivative mortgagee whose widow and son are parties hereto) of the third part, reciting amongst other things that the said (mortgagor) had paid part of the said , and that by divers mesne conveyances, the said premises hereinbefore mentioned become vested in the said (derivative mortgagee) for securing the sum of for the considerations therein mentioned, he the said (derivative mortgagee) DID bargain, sell, remise, release, and confirm; and the said (mortgagor) DID grant, release, ratify, and confirm unto the said (derivative mortgagee whose widow and son are parties hereto) and to his heirs, among other things, ALL the said premises hereinbefore mentioned, To HOLD the said premises to and to the use of the said (last mentioned mortgagee) his heirs and assigns, redeemable nevertheless by the said (mortgagor) his heirs, executors, administrators, or assigns, on payment of with lawful interest for the same, on the day of then next ensuing. AND WHEREAS by indentures of lease and release dated respectively the and days of , and made or mentioned to be made between the said (derivative mortgagee whose widow and son are parties hereto) of the one part, and the said (derivative mortgagee first mentioned in this precedent) of the other part; after reciting in the said last mentioned

RE-CONVEY-
ANCE.Of a Mortgage
in Fee.Transfer of
such mortgage.Mortgage by
transference.

RE-CONVEYANCE indenture of release as or to the like effect as hereinbefore is recited, **IT IS WITNESSED** that the *Of a Mortgagee in Fee,* said (*mortgagee whose widow and son are parties hereto*) for the considerations therein mentioned, **DID** release and confirm to the said (*mortgagee first mentioned*) and his heirs, among other things, **ALL** the premises therein and hereinbefore mentioned, **TO HOLD** the same premises to and to the use of the said (*mortgagee first mentioned*) his heirs and assigns, redeemable by the said (*mortgagee whose widow and son are parties hereto*), his heirs, executors, administrators, or assigns, on his or their payment of . . . with interest, for the same, at the time and in manner therein mentioned, and long since past. **AND** by two indorsements on the said indenture of release, the said (*last mentioned mortgagee*) **DID** afterwards charge and subject the said premises to and with the payment of the further sums of . . . and . . . and interest to the said (*first mentioned mortgagee*) his executors, administrators, or assigns, by the said (*mortgagee whose widow and son are parties hereto*) his heirs, executors, administrators, or assigns, at the times therein mentioned, and since past, as by the said indentures and indorsements may more fully appear. **AND WHEREAS** the said (*last mentioned mortgagee*) did in his life-time pay to the said (*first mentioned mortgagee*) all the principal and interest money due to him on the said security. **AND WHEREAS** the said (*mortgagee whose widow and son are parties hereto*) died in the year . . . having made his will, dated the . . . day of . . . and thereby appointed the said (*widow and son*) executors thereof, who afterwards duly proved

Further charges by him.

Mortgage paid.

Death of transferee.

the same in the proper ecclesiastical court. **AND** RE-CONVEY-
ANCE.
WHEREAS the said (*first mentioned mortgagee*)
 departed this life on the day of , Of a Mortgage
in Fee.
 having in his life time duly made his last will and
 testament in writing, and thereof appointed (*his* Also of mort-
gagee leaving
his wife executrix
wife) sole executrix, who afterwards proved the
 same in the proper ecclesiastical court. **AND**
WHEREAS by an order of the court of Chancery
 made on the day of last, upon the
 petition of the said (*mortgagor, widow and son*)
 it was referred to one of the masters of Usual order of
the court of
Chancery
 the said court, to examine and certify how the
 said estate was vested in the said (*heir*), and whe-
 ther he was an infant and a trustee, or mortgaged
 within the intent and meaning of the act of par-
 liament made in the seventh year of the reign of
 her late Majesty, Queen Anne, intituled, "*An Act*
to enable infants who are seised or possessed of
estates in fee, in trust, or by way of mortgage,
to make conveyances of such estate;" and
 after the master's report, such further order
 should be made as should be just. **AND** Master's re-
port. **WHEREAS**
 the said master did on the day of
 last make his report, and did thereby certify
 (among other things) that the said (*mortga-
gee whose widow and son are parties hereto*)
 did in his life time pay to the said
 (*first mentioned mortgagee*) all the principal and
 interest money due to him on the said security;
 but before any re-conveyance was made by the
 said (*first mentioned mortgagee*) of the said pre-
 mises to the said (*mortgagee whose widow and son*
are parties hereto) the said (*first mentioned mort-
gagee*) died, having made his will, and appoint-
 ed his said (*wife*) sole executrix thereof, who

RE-CONVEY-
ANCE.

Of a Mortgage
in Fee.

Order direct-
ing infant to
convey pursu-
ant to Master's
report.

Contract by
mortgagor for
sale of the pre-
mises.

Consideration.

afterwards proved the same ; but as the said (*first mentioned mortgagee*) did not by his will make any disposition of the said mortgaged premises, the legal estate therein upon his death descended to and vested in the said (*heir*) his eldest son, and was then vested in him as heir at law of his said father, the said (*first mentioned mortgagee*) ; AND that the said (*heir*) was an infant of the age of seventeen years and upwards, and he conceived that the said (*heir*) was a trustee or mortgagee within the intent and meaning of the said act of parliament. AND WHEREAS, by an order of the said court made by the Right Honourable the Lord High Chancellor, on the day of last past, IT WAS ORDERED that the said (*heir*) the infant should, pursuant to the said Act of Parliament, convey the aforesaid mortgaged premises, according to the said Master's report, as by the said wills, orders, and report, respectively may more fully appear. AND WHEREAS the said (*mortgagor*) hath contracted and agreed to sell and convey, unto (*a purchaser of the mortgaged premises*) the said messuage or tenement, farm, meadow, closes of ground, lands, hereditaments and premises hereinbefore particularly mentioned with their appurtenances for the sum of .

NOW THIS INDENTURE WITNESSETH, that to the end and intent that the said hereditaments and premises hereinbefore particularly mentioned, may be vested in the said (*widow and son*) so as to enable them to join in a good and perfect conveyance thereof unto the said (*purchaser*) his heirs and assigns ; AND ALSO, for and in consideration of the sum of 5s. of lawful money, &c. to him the said (*heir*) in hand paid by the said (*widow*

and son), the receipt wherof is hereby acknowledged; HE the said (*heir*) by the directions of the said (*mortgagor*) and with the consent of the said (*purchaser*) HATH bargained, sold, remised, released, and confirmed, and by these presents BOTH bargain, sell, remise, release and confirm unto the said (*widow and son*) (in their actual possession now being, by virtue of a bargain and sale to them thereof made, by indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession) ALL AND SINGULAR the said messuage or tenement, farm, meadows, closes of ground, lands, hereditaments and premises hereinbefore particularly mentioned, with their appurtenances; AND the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; AND all the estate right, title, interest, claim, and demand whatsoever of them the said (*heir*) and (*mortgagor*) or either of them, of, in, to, or out of the said premises, TO HAVE AND TO HOLD the said messuage or tenement, farm, meadows, closes of ground, lands, hereditaments and premises, hereinbefore particularly mentioned, and intended to be hereby bargained and sold and released, and every part and parcel thereof, with their and every of their appurtenances unto the said (*widow and son*) their heirs and assigns for ever, TO THE ONLY PROPER USE AND behoof of the said (*widow and son*) their heirs and assigns for ever, freed and absolutely discharged of and from the said recited mortgages, and every of them. IN WITNESS, &c.

RE-CONVEYANCE.

Of a Mortgage in Fee.

Words of conveyance.

Mention of lease for a year.

Parcel.

Habendum.

The statute enabling infant trustees to convey, extends only to plain and express trusts, not to such as are implied or constructive only; 2 Eq. Cas. Ab. 521. pl. 7. 3 P. W. 387.

RE-CONVEY-
ANCE,

No. XLIX.

*Of Mortgage,
by Demise.*

Re-Conveyance of Mortgage by Demise.

Parties.

Recites a mort-
gage by de-
mise.

THIS INDENTURE, made, &c. BETWEEN (*as-
signor*) of the one part, and (*assignee*) of the
other part. WHEREAS, by indenture bearing
date on or about the day of which
was in the year of our Lord and made or
expressed to be made between the said (*a mortga-
gor and the assignee on this occasion*) of the one
part, and (*a mortgagee*) of in the county
of of the other part, in consideration of
the sum of paid by the said (*a mortgagee*)
to the said (*mortgagor*), HE the said (*mortgagor*)
DID demise, grant, bargain, and sell unto the said
(*mortgagee*) his executors, administrators, and
assigns, ALL, &c. TO HOLD the same with the
appurtenances unto the said (*mortgagee*) his ex-
ecutors, administrators and assigns, from the day
of the date of the said indenture now in recital for
the term of years, without impeachment of
waste, at and under the yearly rent of a pepper-
corn, and subject to a proviso or agreement in
the said indenture now in recital contained, for
making void the said term on payment by the
said (*mortgagor*) his heirs, executors, or admini-
strators, unto the said (*mortgagee*) his execu-
tors, administrators, or assigns, of the sum of
 with interest for the same, after the rate,
at the time, and in manner therein mentioned,
which money was not paid accordingly. AND
WHEREAS, by indenture bearing date on or about
the day of which was in the year of
our Lord and made or expressed to be made

Transfer of said
mortg ge.

between the said (*mortgagee*). of the first part; the said (*mortgagor*) of the second part; and (*a person to whom the said mortgage was transferred*) of the third part. In consideration of the sum of paid by the said (*transferree*) to the said (*mortgagee*) by the direction of the said (*mortgagor*), and of the sum of paid to the said (*mortgagor*) by the said (*transferree*); HE the said (*mortgagee*) by the direction of the said (*mortgagor*), and also the said (*mortgagor*) DID bargain, sell, assign and confirm unto the said (*transferree*) his executors, administrators and assigns, the said messuage, tenement, or dwelling house, closes or parcels of ground, lands, and hereditaments mentioned and described and comprised in the said hereinbefore in part recited indenture, and thereby demised or intended so to be, with their and every of their appurtenances; To HOLD the same unto the said (*transferree*) his executors, administrators and assigns, for and during all the then residue and remainder of the said term of years thereof granted by the said hereinbefore in part recited indenture of demise, but subject to a proviso or agreement in the said indenture now in recital contained, for redemption of the same premises on payment by the said (*mortgagor*) his heirs, executors, or administrators, unto the said (*transferree*) his executors, administrators or assigns, of the sum of with interest, for the same after the rate, at the time, and in manner therein mentioned.

AND WHEREAS, by indenture, bearing date on or about the day of which was in the year of our Lord , and made or expressed

RE-CONVEY-
ANCE.

Of Mortgage
by Demise:

Deed of cov-
enant to levy a
fine in corrob-
oration of said
mortgage.

RE CONVEY-
ANCE.

*Of Mortgage
by Demise.*

Fine levied.

Another trans-
fer of said
mortgage, with
a fresh demise
of other pre-
mises.

to be made between the said (*mortgagor*) of the one part, and of in the said county of of the other part; It is witnessed, that for the consideration and purposes therein mentioned, HE the said (*mortgagor*) did covenant with the said to levy a fine *sur conuzance de droit come ceo*, &c. of the said messuage, tenement, or dwelling-house, closes, pieces, or parcels of ground, lands and hereditaments comprised in the said term of years, which said fine is thereby declared to enure to the use of the said (*transferee*) his executors, administrators and assigns, for the then residue of the said term of years, but subject to redemption, as in the said last hereinbefore in part recited indenture is mentioned; AND from and after the expiration or other sooner determination of the said term, TO THE USE of the said (*mortgagor*) his heirs and assigns for ever. AND WHEREAS the said fine in and by the last hereinbefore in part recited indenture covenanted to be levied, was duly levied accordingly. AND WHEREAS by indenture bearing date on or about the day of which was in the year of our Lord , and made or expressed to be made between the said (*transferee*) of the first part; the said (*mortgagor*) of the second part; and (*another transferee*), executor and surviving trustee named in the last will and testament of, &c. deceased, of the third part; It is witnessed, that in consideration of the sum of paid by the said (*second transferee*) to the said (*first transferee*) by the direction of the said (*mortgagor*) and of the further sum of paid by the said (*second transferee*) to the said

(mortgagor); HE the said (*first transferee*) RE-CONVEY-
ANCE. DID by the direction of the said (mortgagor) bargain, sell, assign, and confirm unto the said Of Mortgage
by Demise. (*second transferee*) his executors, administrators, and assigns, ALL and singular the said messuage, tenement, or dwelling-house, closes, pieces or parcels of ground, lands and hereditaments hereinbefore mentioned and described and comprised in the said term of years, with their and every of their appurtenances, To HOLD the same unto the said (*second transferee*) his executors, administrators, and assigns, for the then residue of the said term of years, subject to such proviso for redemption as is therein contained and hereinafter mentioned. AND by the said indenture now in recital for the considerations therein and hereinbefore mentioned, HE the said (*first transferee*) DID demise, grant, bargain, and sell unto the said (*second transferee*) his executors, administrators, and assigns, ALL THAT the manor and advowson of aforesaid, with the messuages, lands, tenements, and hereditaments thereunto belonging and appertaining, and not before particularly mentioned or described in the aforesaid indenture of mortgage and assignment thereof, with their and every of their rights, members and appurtenances, To HOLD the same unto the said (*second transferee*) his executors, administrators, and assigns from thenceforth, for and during, as is therein expressed, the remainder of the said first mentioned term of years, at and under the yearly rent of a pepper-corn, and subject to a proviso or agreement for redemption therein contained and here-

RE. CONVEY- after mentioned. In which said indenture, now
ANCE.

*Of Mortgage
by Demise.*

Sub mortgage.

in recital, is contained a proviso or agreement for redemption of the said premises by the said indenture, now in recital, assigned and demised, on payment by the said (*mortgagor*) his heirs, executors, or administrators, unto the said (*second transferee*) his executors, administrators, or assigns, of the sum of . . . with interest for the same, after the rate at the time and in manner therein mentioned. AND WHEREAS by a deed poll or instrument in writing under the hand and seal of the said (*mortgagor*) bearing date on or about the . . . day of . . . which was in the year of our Lord the said (*mortgagor*) did charge the said manor, advowson, hereditaments, and all and singular other the premises hereinbefore particularly mentioned and described, and comprised in the said several hereinbefore in part recited indentures, with the payment to (*a sub-mortgagee*) of the sum of . . . with interest. AND WHEREAS by indenture, bearing date on or about the . . . day of . . . , which was in the year of our Lord . . . , and made or expressed to be made between (*the widow, relict and administratrix, second transferee*) of the first part; (*the only acting executor of the said sub-mortgagee*) of the second part; the widow and relict of the said (*sub-mortgagee*), and to which said (*last mentioned widow*) letters of administration with the will annexed of the goods and chattles, rights, and credits of the said &c. unadministered by the said (*second transferee*) the only acting executor of the said, &c. had been granted, by the Prerogative Court of Can-

terbury, of the third part; AFTER RECITING the will of the said, &c. bearing date the day of and that the said, &c. thereby appointed the said (*second transferee and another*) executors of his said will, but that the said (*second transferee*) alone proved the same in the Prerogative Court of Canterbury; AND AFTER RECITING the said hereinbefore in part recited indentures of the day of the day of and the day of and that the said (*second transferee*) having survived the said (*other executor*) had since died intestate, and that administration of his estate and effects had been granted to the said (*his administratrix*) by the said Prerogative Court of Canterbury; AND that the said sum of lent by the said (*second transferee*) upon the said hereinbefore in part recited mortgage was not his own money, but part of the personal estate of the said, &c.; AND ALSO that the said (*sub-mortgagee*) during the life of the said (*second transferee*) had the principal management of the estate and effects of the said, &c.; AND after the decease of the said (*second transferee*) the said (*sub-mortgagee*) continued in the management of the property of the said, &c. and possessed himself of all or the greatest part of his personal property; AND after reciting the said deed poll of the day of and that the said sum of lent by the said (*sub-mortgagee*) to the said (*mortgagor*) was part of the personal property of the said, &c.; AND also reciting that the said (*sub-mortgagee*) had departed this life, having first duly made and published his will in writing, bearing date the day of

RE-CONVEYANCE

Of Mortgage by Deed

Death of one of the executors.

That second transferee was mere trustee.

That sub-mortgagee had had the management of the property of second transferee;

And afterwards possessed himself of the property of his testator.

Death and will of sub-mortgagee.

RE-CONVEY-
ANCE.

*Of Mortgage
by Demise.*

whereby he appointed the said (*party of the third part to the deed now in recital*) and (*two other persons*) his executors, but that the said (*executor*) had alone proved the same in the Pre-rogative Court of Canterbury: IT IS WITNESSED that in consideration of the sum of

secured by the said recited indenture of the day of

was part of the personal estate of the said, &c. and for other the consideration therein mentioned, the said (*contractor of second transferee*) with the consent of the said (*executor of sub-mortgagee*) testified as therein mentioned, did bargain, sell, assign, transfer, and set over unto the said (*administratrix of sub-mortgagee*) her executors, administrators, and assigns, the said messuage, lands, tenements, manor, advowson, hereditaments, and premises, comprised in the said recited indenture of the day of

thereby assigned and demised respectively with their appurtenances, To hold the same unto the said (*administratrix of sub-mortgagee*) her executors, administrators, and assigns, for the then residue of the said term of years, subject to such equity of redemption as the same premises were subject or liable to under or by virtue of the said hereinbefore in part recited indenture of the day of

and as part of the personal estate of the said, &c.

All money
paid.

AND WHEREAS all principal money and interest secured to the said (*administratrix*) as aforesaid, hath been duly satisfied and discharged. AND

Mortgagee desirous of a re-conveyance.

WHEREAS the said (*mortgagor and assignee as there is occasion*) is desirous that so much of the said premises comprised in the said two several terms of years and years, as is hereinafter particularly mentioned and described and intended to

be hereby assigned and surrendered, should be assigned and surrendered to him the said (*assignee*) in manner hereinafter mentioned, NOW THIS INDENTURE FURTHER WITNESSETH, that in pursuance of the said agreement, and for and in consideration of all principal money and interest secured to her the said (*administratrix*) as aforesaid, having been satisfied and paid to her the said (*administratrix*) which she the said (*administratrix*) doth hereby admit and acknowledge. AND for and in consideration of the sum of of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, by the said (*assignee*) to the said (*administratrix*) in hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; SHE the said (*administratrix*) at the request and by the direction of the said (*assignee*) testified by his being made a party to and executing these presents, HATH assigned, surrendered, and yielded up, and by these presents DOTH assign, surrender, and yield up unto the said (*assignee*) his heirs and assigns, ALL THAT the manor and advowson of aforesaid, with all messuages, lands, tenements, and hereditaments, thereunto belonging and appertaining, with their and every of their rights, members, and appurtenances; AND all the estate right, title, interest, term and terms for years yet to come and unexpired, trust, possession, property, possibility, claim and demand whatsoever both at law and in equity of her the said (*administratrix*) of, in, to, or out of the same premises, every or any part or parcel thereof: TO HAVE AND TO HOLD the said manor and advowson, messuages, lands, tenements,

RE-CONVEYANCE.

Of Mortgage by Deed.

Consideration.

Words of conveyance.

Habendum.

RE-CONVEY-
ANCE.

*Of Mortgage
by Deed.*

Covenant
against incum-
brances.

and hereditaments, and all and singular other the premises herejabefore mentioned and intended to be hereby assigned and surrendered with the appurtenances unto the said (*assignee*) his heirs and assigns, henceforth for and during all the rest, residue and remainder of the said terms of years, and years now to come and unexpired therein, To THE INTENT, that the now residue of the same two terms of years and years may be merged and extinguished in the reversion, freehold, and inheritance of the same premises, now vested in the said (*assignee*). AND the said (*administratrix*) for herself, her heirs, executors, and administrators, doth covenant and declare to and with the said (*assignee*) his heirs and assigns by these presents, that the said (*second transferee, his executrix, sub-mortgagee, his executor and the administratrix*) have not nor have or hath any or either of them at any time heretofore done or committed, or wittingly or willingly permitted or suffered to be done any act, deed, matter or thing whatsoever, whereby or wherewith, or by reason or means whereof the said manor and advowson, messuages, lands, tenements, hereditaments, and premises, hereinbefore mentioned and intended to be hereby assigned and surrendered, or the said two terms of years and years therein respectively, or any part thereof respectively are, is, can, shall, or may be charged, forfeited, impeached, assigned, incumbered, or affected in title, estate, or otherwise howsoever. IN WITNESS, &c.

BARON AND FEME.

KINGDOM
FEME.Deed of
Separation.

No. L.

Agreement between Husband and Wife, whereby an Annuity or Rent-Charge independent of her own Estates and Paraphernalia are secured to her, and in which a Friend of the Wife engages to indemnify the Husband against such Debts as she had contracted or might contract during the Separation.

THIS INDENTURE, of four parts, made, &c. BETWEEN (husband) of the first part; (wife) of the second part; (grantee of the annuity for wife) of the third part; and (trustees of estates for securing it) of the fourth part. WHEREAS many unhappy disputes and differences having for some time subsisted between the said (husband and wife) they have by mutual assent agreed to live separate and apart from each other; AND to the end that the said (wife) may be enabled to maintain and support herself in a manner suitable to her rank and station in life, the said (husband) hath agreed to pay to her one clear annuity or yearly sum of during their joint lives, in case they shall so long live separate and apart, subject nevertheless to the provisos and conditions hereinafter expressed, declared, and contained; and hath also agreed that during such time she the said (wife) shall have, receive, and take the rents, issues, and profits of the messuages or tenements and hereditaments in the kingdom of Ireland hereinafter mentioned and described, to

Parties.

Recital of differences, and agreement to separate;

that husband has agreed to allow her an annuity, &c.

BARON AND
FEMI.

*Deed of
Separation.*

and that gran-
tee had agreed
to indemnify
husband
against debts of
the wife,

of a bond for
securing the
annuity.

Grant,

of annuity.

and for her own separate use, in manner hereinafter expressed. AND WHEREAS the said (*grantee*) on the treaty of such separation as aforesaid undertook and agreed to indemnify the said (*husband*) against such debts, if any, as the said (*wife*) hath contracted or may contract during such separation, as aforesaid, and to enter into such covenants as are hereinafter contained. AND WHEREAS the said (*husband*) by his certain bond or obligation in writing, bearing even date with these presents, is become bound unto the said (*grantee*) his executors, administrators and assigns, in the penal sum of subject nevertheless to a condition thereunder written, for making the same void upon payment by the said (*husband*) his heirs, executors or administrators unto the said (*grantee*) his executors, administrators, or assigns, of the said annuity or yearly sum, at the times, in the manner, and upon the trusts referred to or expressed in the said consideration hereinafter mentioned. NOW THIS INDENTURE WITNESSETH, that in part pursuance of the said agreement, and in order in part to effectuate the same, and make such provision for the said (*wife*) as hereinafter is expressed, and for and in consideration of the sum of 10s. of, &c. to the said (*husband*) in hand well and truly paid by the said (*grantee*) at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, HE the said (*husband*) HATH given, granted, and confirmed, and by these presents DOth give, grant, and confirm unto the said (*grantee*) his heirs and assigns, one annuity, yearly rent charge or sum of to be yearly issuing and going from and

out of the hereditaments hereinafter particularly described and demised to the said (*trustees*) ; To HAVE, HOLD, receive, take, and enjoy the said annuity, yearly rent charge, or sum of unto the said (*grantee*) his heirs and assigns, from henceforth, during the natural life of the said (*husband and wife*) the said annuity, yearly rent-charge, or sum to be paid to the said (*grantee*) his heirs or assigns, at or on the Royal Exchange of the City of London, on the two following days in the year, that is to say, on the day of and the day of , by even and equal payments, without making any deduction or abatement whatsoever thereout, for or in respect of any taxes, charges, levies, assessments, or impositions, to be taxed, charged, levied, assessed, or imposed on the said annuity, yearly rent-charge, or sum of , or on the said hereditaments hereby charged with the payment thereof, or on the said (*grantee*) his heirs and assigns in respect thereof, by authority of Parliament or otherwise howsoever ; or for or in respect of any other matter, cause, or thing whatsoever, together also with a just and due proportion of the same annuity, yearly rent-charge, or sum of from the last of the days of payment preceding the death of the said (*husband and wife*) to the day of such death, in case it shall happen at any intermediate time between any such days of payment as aforesaid ; the first payment of the said annuity, yearly rent charge, or sum of to begin and be made on the day of next ensuing the date of these presents. AND the said (*husband*) for himself, his heirs and assigns, doth hereby further grant, covenant, and agree,

BARON AND
FEME.

Deed of
Separation.

charged on,
&c.

Habendum,
during life of
the husband,

payable half
yearly;

apportionable
in case of death
in usual man-
ner.

Usual power of
distress.

BARON AND
FEME.

*Deed of
Separation.*

to and with the said (*grantee*) his heirs and assigns, that if it shall happen that the said annuity, yearly rent-charge, or sum of or any part thereof shall be behind or unpaid for the space of thirty-one days next after any or either of the said days of payment whereon the same ought to be paid as aforesaid, by and according to the true intent and meaning of these presents, that then and from thenceforth, and so often as it shall so happen, it shall and may be lawful to and for the said (*grantee*) his heirs and assigns, during the life of the said (*husband*) into and upon all and singular the said messuages or tenements, farms, lands, hereditaments, and premises so hereby charged with the said annuity, yearly rent charge or sum, or expressed or intended so to be as aforesaid, or into every or any part thereof, to enter or distrain, and the distress and distresses then and there found and taken, to take, lead, drive, carry away, and impound, and impounded to detain until the said yearly rent-charge or sum of so unpaid, and all arrears thereof, if any shall happen to be, and all costs, charges, damages, and expences attending the taking such distress and distresses, shall be fully paid and satisfied, and in default of payment in due time after any such distress or distresses shall be so taken, to appraise, sell, and dispose of such distress or distresses, or otherwise to demean therein according to law, to the intent that thereby the said (*grantee*) his heirs and assigns, shall and may be fully paid and satisfied the said annuity or yearly rent-charge or sum of and every part thereof, and all arrears thereof, and all costs, charges, and expences attending the recovery

thereof. AND the said (*husband*) for himself, his heirs and assigns, DOTH further grant, covenant, and agree to and with the said (*grantee*) his heirs and assigns, that in case the said annuity, yearly rent charge, or sum of shall happen to be behind and unpaid by the space of fifty days after the same shall become due and payable as aforesaid, that then and so often, and although no formal demand shall have been made of the said annuity, yearly rent charge, or sum of or the arrears thereof, it shall and may be lawful to and for the said (*grantee*) his heirs and assigns, during the life of the said (*husband*) into and upon all and singular the said messuages or tenements, farms, lands, hereditaments, and premises hereby charged with the payment of the said annuity, yearly rent charge, or sum of as aforesaid; and into and upon every or any part thereof to enter, and the rents, issues, and profits thereof, to have, receive, and take to his and their own use, until he or they shall therewith and thereby or otherwise be fully paid and satisfied the said annuity, yearly rent charge, or sum of and every part thereof, and also all arrears as shall grow due during the time that he or they shall by virtue of such entry or entries be in possession of the premises, together with all such costs, charges, and expences, as shall be laid out, sustained, or occasioned, by reason of the non-payment thereof. AND THIS INDENTURE FURTHER WITNESSETH, that for the better and more effectual securing the said annuity or yearly rent charge of to the said (*grantee*) his heirs and assigns, for and during the life of him the said (*husband*); and also in consideration of

BARON AND
FEME.

Deed of
Separation.

also of entry
and perception
of rents.

Demise to
trustees;

BARON AND
FEME.

*Deed of
Separation.*

of estates to
which husband
was entitled
for life.

To hold for a
term of years.

the sum of 10s. of, &c. to the said (*husband*) by the said (*trustees*) at or before the sealing and delivery hereof, in hand respectively well and truly paid, the receipt whereof is hereby acknowledged; ~~HE~~ the said (*husband*) ~~HATH~~ granted, bargained, sold, and demised, and by these presents, ~~DOTH~~ grant, bargain, sell, and demise unto the said (*trustees*) their executors, administrators and assigns, ALL THOSE messuages, farms, cottages, lands, tenements, and hereditaments, with their respective appurtenances, situate, lying, or being in in the county of now or late in the several tenures or occupations of and at several yearly rents, amounting together to the sum of being part of the hereditaments which were limited unto or in trust for the said (*husband*) and his assigns, for and during the term of his natural life, in and by a certain indenture of four parts, bearing date on or about the day of in the year of our Lord , and made or expressed to be made between, &c. and are therein particularly described. AND the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; To HAVE AND TO HOLD the said messuages or tenements, farms, lands, hereditaments and premises hereby demised or expressed, or intended so to be, with their appurtenances unto the said (*trustees*) their executors, administrators, and assigns, from the day of the date hereof, for and during and unto the full end and term of years thenceforth next ensuing, and fully to be complete and ended without impeachment of waste, if the said (*husband*) shall so long live, upon the several trusts,

and to and for the several ends, intents, and purposes, and subject to the several provisoes, declarations, and agreements hereinafter expressed and declared concerning the same, that is to say, IN TRUST in the first place to permit and suffer the said (*husband*) and his assigns, to receive and take the rents, issues and profits of the same premises comprised in the said term, until some default shall happen to be made in payment of the said annuity, yearly rent charge, or sum of hercinbefore made payable to the said (*grantee*) his heirs or assigns as aforesaid, by the space of calendar months next after any of the said days of payment whereon the same ought to be paid as aforesaid. AND UPON THIS FURTHER TRUST, that in default of such payment, or in case the said annuity, yearly rent charge, or sum of , or any part thereof, shall at any time or times be behind and unpaid by the space of calendar months next after any of the days or payment whereon the same is hereby made payable, then and so often, although no formal demand shall have been made of the said annual sum or yearly rent charge, or the arrears thereof, the said (*trustees*) their executors, administrators, or assigns, do and shall from time to time by and out of the rents, issues, and profits, of the said manor, moiety, messuages or tenements, farms, lands, hereditaments, and premises comprised in the said term of years determinable as aforesaid, or by mortgage or sale, from time to time thereof, or of a competent part thereof, for all or any part of the said term of years determinable as aforesaid, or by bringing any actions from time to time against any of the

BARON AND
FEME.

*Deed of
Separation.*

Upon trust for husband until default in payment.

In default by sale or mortgage, or by actions or entries to levy arrears and costs.

**BARON AND
FEME.**

*14. d of
Separation.*

tenants or occupiers of the said premises for the recovery of the rents then in arrear, or by making entries from time to time upon the same premises, or any part thereof, or by all or any of the said ways and means, or by any other ways and means whatsoever as to the said (*trustees*) their executors, administrators, or assigns shall seem meet, levy, raise, and pay all such arrears of the same annuity, yearly rent-charge, or sum of hereinbefore charged upon and made payable out of the said premises as aforesaid, as shall from time to time be so remaining due and unpaid, together with all such damages, costs, charges, and expences as the said (*grantee*) his heirs or assigns, and the said (*trustees*) their executors, administrators, and assigns, and the said (*wife*) and her assigns, or any or either of them, shall expend, sustain, or be put unto by reason of the non-payment or detention of the same annuity, yearly rent-charge, or sum of , or any part thereof, or otherwise in the execution of the trusts hereby declared of the said term of

Usual proviso
of cesser.

years. PROVIDED ALWAYS, and it is hereby agreed and declared by and between all the said parties to these presents, that from and after the decease of the said (*wife*) and payment of all arrears of the said annuity, yearly rent charge, or sum of which shall have become due up to the time of such decease, and all costs, charges, and expences which the said (*wife*) or her assigns shall suffer, sustain, or be put unto by reason or means of the non-payment of the said annuity, yearly rent charge or sum of , or any part thereof; and when all and every the trusts hereby declared of and concerning the said term of

years determinable aforesaid, shall in all things be fully performed and satisfied, or by any other ways or means be discharged, and when the said (*three trustees*) and each of them, and each of their respective heirs, executors, administrators, and assigns, shall be fully reimbursed and satisfied all such costs, charges, and expences occasioned by or relating to the trusts of the said term of years determinable as aforesaid, then and from thenceforth the said term, or so much thereof as shall not have been disposed of for the purposes aforesaid shall cease, determine, and be absolutely void to all intents and purposes whatsoever, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding. AND the said (*husband*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said (*grantee*) his heirs and assigns in manner following, that is to say, that he the said (*husband*) his heirs, executors, and administrators, shall and will from time to time, and at all times during his natural life, well and truly pay or cause to be paid unto the said (*grantee*) his heirs or assigns, the said annuity, yearly rent charge, or sum of , at the respective days and times hereibefore mentioned and appointed for payment thereof; and also such due proportions of the said annuity up to the day of the death of the said (*wife*) as hereinbefore is mentioned, if such death shall happen in his life time. AND ALSO, that he the said (*husband*) at the time of the sealing and delivery of these presents is, and standeth lawfully seised of and entitled to a good estate of freehold in possession for and during

BARON AND
FEME.

Deed of
Separation.

Husband cove-
nants to pay
annuity.

Covenants for
the title.

BARON AND
FEME.

*Deed of
Separation.*

the term of his natural life, of and in all and singular the said premises hereby charged with the said annuity, yearly rent charge, or sum of _____ or expressed or intended so to be, with their and every of their appurtenances, without any manner of condition, contingent proviso, or power of revocation, or limitation of any use or uses, or any other matter, restraint, cause, or thing, to alter, change, charge, revoke, make void, lessen, incumber, or determine the same; AND that he the said (*husband*) now hath in himself good right, full power, and lawful and absolute authority to charge the same premises with the payment of the said annuity, yearly rent charge, or sum of _____, for the benefit of the said (*wife*) and her assigns, and to demise the same to the said (*trustees*) for the said term of _____ years determinable in manner aforesaid; and further, that the said hereditaments and premises hereby charged with the said rent charge, or expressed or intended so to be, now are and shall from time to time and at all times hereafter during the natural life of the said (*husband*), remain, continue, and be open and sufficient to and for answering the payment of the said annuity, yearly rent charge, or sum of _____, and such distress and entry in case of non-payment thereof as aforesaid; AND FURTHER, that he the said (*husband*) and all and every person and persons lawfully claiming or to claim any estate right, title, trust, or interest either at law or in equity, of, in, to, or out of the said hereditaments and premises comprised in the said term of _____ years, by, from, or under or in trust for him, shall and will at all times hereafter during the joint natural lives of

the said (*husband and wife*) upon every reasonable request of the said (*grantee*) his heirs or assigns, but at the costs and charges in the law of the said (*husband*) or his heirs, make, do, acknowledge, levy, suffer, and execute, or cause or procure to be made, done, acknowledged, levied, suffered, and executed all and every such further and other lawful and reasonable acts, deeds, conveyances, and assurances in the law whatsoever, for the further, better, more perfect and absolute charging and subjecting the said hereditaments and premises hereinbefore mentioned, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, to and with the payment of the said annuity, yearly rent charge, or sum of to the said (*grantee*) his heirs and assigns, during the joint natural lives of the said (*husband and wife*), and for the more effectual granting and demising the same premises unto the said (*trustees*) their executors, administrators, and assigns for the term of years determinable as aforesaid, upon such trusts, and to and for such ends, intents, and purposes as in and by these presents are limited, expressed, and declared of and concerning the same respectively, as by the said (*grantee*) his heirs or assigns, or his or their counsel in the law shall be reasonably devised, or advised or required. AND THIS INDENTURE FURTHER WITNESSETH, that it is hereby agreed and declared by and between the said parties to these presents, and the said (*three trustees*) do hereby acknowledge, declare, and agree that the said annuity, yearly rent charge, or sum of hereby granted and secured, to be paid to the said (*grantee*), was and is so

BARON AND
FEME.

Deed of
S. paratrow.

The trusts of
annuity de-
clared to such
purposes as
wife shall ap-
point,

**BARON AND
FEME**

*Deed of
Separation.*

granted and limited to him the said (*grantee*) upon trust, and to the intent that he the said (*grantee*) his heirs and assigns, as and when he or they shall actually receive the same, shall and do pay, apply, and dispose of the said annuity, yearly rent charge, or sum of , from time to time as the same shall come to his or their hands and be received, to such person and persons, and to and for such intents and purposes as the said (*wife*), notwithstanding her coverture, shall from time to time by any writing under her hand, order, direct, or appoint the same, or any part thereof; and for want of such order, direction, or appointment, and as often as no such order, direction, or appointment shall be made, into her own proper hands, to the intent that the same may be applied to and for her sole, separate, and peculiar use and disposition, and may not be subject to the debts, power, disposition, controul, or engagements of the said (*husband*) her husband, and for which the receipt or receipts of the said (*wife*) or of such person or persons as she shall appoint to receive the same, shall be good and sufficient discharges and acquitances. AND THIS INDENTURE FURTHER WITNESSETH, that in further pursuance of the said agreement, and for the considerations aforesaid, and also for and in consideration of the sum of ten shillings, of &c. to the said (*husband*) in hand by the said (*grantee*) well and truly at the same time paid, the receipt whereof is hereby acknowledged. He the said (*husband*) HATH bargained, sold, and demised, and by these presents DOTH bargain, sell, and demise unto the said (*grantee*) his executors, administrators, and

Conveyance of
the real estate
of the husband
and wife in her
right for benefit
of wife.

assigns, ALL that messuage, tenement, or dwelling-house, with the appurtenances, situate, lying, and being at _____, in the city of _____, in the kingdom of Ireland, and now in the tenure or occupation of _____ as under-tenants or assigns, at the yearly rent of _____; and also all that other messuage, tenement, or dwelling-house, with the appurtenances, situate, lying, and being in _____ aforesaid, now or late in the tenure or occupation of _____ his under-tenants or assigns, together with all cellars, solars, chambers, rooms, lights, ways, waters, water-courses, easements, privileges, profits, commodities, advantages, hereditaments, and appurtenances whatsoever to the same messuages or tenements and dwelling-houses, or either of them, belonging, or in anywise appertaining, or to or with the same or any part thereof used, occupied, possessed, or enjoyed as part, parcel, or member, both which said messuage or tenements, with the appurtenances, are the real estate of the said (*wife*) and the said (*husband*) in her right; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate right, title, interest, trust, property, claim, and demand of him the said (*husband*) of, in, to, or out of the same. To HAVE AND TO Habendum.

HOLD the said messuages, tenement, or dwelling-houses, hereditaments, and premises hereby lastly demised, or expressed and intended so to be, with their and every of their rights, members, and appurtenances unto the said (*grantee*) his executors, administrators, and assigns, for and during and unto the full end and term of _____ years from henceforth next ensuing, and fully to be complete

BARON AND
FEME.

*Deed of
Separation.*

BARON AND
FEME.

*Deed of
Separation.*

and ended, if the said (*husband and wife*) shall both so long live, upon the several trusts, and for the ends, intents, and purposes hereinafter expressed and declared of and concerning the same, (that is to say) UPON TRUST that he the said (*grantee*) his executors, administrators, and assigns, shall and do collect, get in, and receive, the rents, issues, and profits of the messuages or tenements, hereditaments, and premises so demised to him as aforesaid; and shall and do pay, apply, and dispose of the same from time to time as they shall come to his hands and be received, to such person or persons, and to and for such intents and purposes as the said (*wife*) notwithstanding her coverture, shall from time to time by any writing under her hand order, direct, or appoint; and in default of such order or direction, into her own proper hands, that the same may be enjoyed by her in the same manner in all respects independent of the said (*husband*) or his debts or engagements, as is hereinbefore agreed and declared or expressed relative to the said annuity, yearly rent charge, or sum of PROVIDED ALWAYS, and it is hereby declared and agreed by and between the said parties to these presents, that the said annuity or yearly rent charge of and the rents, issues, and profits of the tenements in the kingdom of Ireland, hereinbefore mentioned to be provided and secured in trust for the said separate use and benefit of the said (*husband*) are secured and provided for her; and she doth hereby accept and declare the same to be in full satisfaction of all alimony or separate maintenance, and in lieu, satisfaction, and discharge of all other

Provision in
lieu of alimony
and all other
provisions.

provisions made or agreed to be made by the said **BARON AND FEME.**
(husband) upon or for the benefit of or in trust
 for the said *(wife)*. AND the said *(husband)*
 doth hereby for himself, his heirs, executors, and
 administrators, further covenant, promise, and
 agree to and with the said *(grantee and trustees)*
 their heirs, executors, administrators, and assigns,
 by these presents, that he the said *(husband)* shall
 and will at all times hereafter, permit the said
(wife) during the joint lives of himself and the
 said *(wife)* to live separate and apart from, and to
 reside wheresoever and with whomsoever he
 shall from time to time think fit, without being
 molested, interrupted, or disturbed, in any respect
 whatsoever, by the said *(husband)* or by any other
 person or persons whatsoever, by or through his
 act, means, privity, consent, or procurement; and
 that he the said *(husband)* shall not nor will at
 any time hereafter molest, interrupt, or disturb,
 either by force, threats, or by commencing any
 action or suit, or in any other respect whatsoever,
 any person or persons who may hitherto have
 harboured or received, or who shall or may at
 any time hereafter during the joint lives of the
 said *(husband and wife)* harbour and receive the
 said *(wife)*; in consideration whereof the said
(grantee) doth hereby for himself, his heirs, exe-
 cutors, and administrators, covenant, promise,
 and agree to and with the said *(husband)* his
 heirs, executors, and administrators, by these
 presents, that he the said *(grantee)* his heirs,
 executors, or administrators, shall and will well
 and sufficiently save harmless, and keep indemni-
 fied the said *(husband)* his heirs, executors, and
 administrators; and his and their goods and chat-

*Deed of
Separation.*

Husband cove-
nants to permit
wife to live se-
parate without
interruption.

And that he will
not compel
her to cohabit
with him.

Grantee cove-
nants.

**BARON AND
FEME.**

*Dissol of
Separation.*

tels, lands, and tenements, and real and personal estates, and every part thereof respectively of, from, and against all and all manner of debts (if any) already contracted, or at any time or times hereafter to be contracted by the said (*wife*) for board, lodging, clothes, and necessaries, or on any other account, occasion, or pretence, whatsoever; and from and against all actions, suits, claims, and demands, to be commenced, prosecuted, or made against him the said (*husband*) his heirs, executors, or administrators, by any person or persons whomsoever on account of the said (*wife*) or of any contract, bargain, or other matter or thing whatsoever, had, made, done, or committed, or to be had, made, done, or committed, by her; and of, from, and against all costs, damages, and expences, which he or they shall or may sustain or be put into, for or in respect of all and every such actions, suits, claims, and demands, as aforesaid. AND also that she the said (*wife*) or any other person or persons by her procurement shall not nor will at any time or times during the joint lives of him the said (*husband and wife*) in anywise interrupt or disturb the said (*husband*) in his place of abode or dwelling, or elsewhere, or in his manner or way of living, either by ecclesiastical process or otherwise howsoever. AND ALSO that she the said (*wife*) shall not nor will at any time hereafter exhibit or prefer in any spiritual court, or ecclesiastical court, any libel or process for the restitution of conjugal rights, or dues; or commence, sue forth, or prosecute any writ, process, suit, or action, for compelling the said (*husband*) to cohabit with her at any time hereafter; or to pay or

That wife will
not interrupt
husband;

Nor issue any
process for re-
stitution of con-
jugal rights;

Or to make her
any other al-
lowances.

allow her while they shall live separate and apart, as aforesaid, any alimony money, pin-money, sum or sums of money, provision or provisions whatsoever, either for her clothing, necessities, maintenance, or support, or otherwise howsoever, other than and except the said annuity, yearly rent charge, or sum of

and the rents, issues, and profits of the said hereditaments in the city of Dublin, hereinbefore made payable in manner aforesaid. PROVIDED

ALWAYS, and it is hereby declared and agreed by and between the said parties to these presents, and the true intent and meaning of them and of these presents is, that if the said (*husband*) shall

at any time during the joint lives and separation of him and the said (*wife*) be sued or prosecuted for or in respect of any debts, goods, wares, money, apparel, or other things contracted, bought, borrowed, or taken up or received by the said (*wife*) after the said day of

next ensuing, by or on account or by the procurement of the said (*wife*) or for her own use, wearing, maintenance, or occasions; or for or in respect of any contract, bargain, or any other matter or thing whatsoever had, made, done, or committed by the said (*wife*) or by her procurement, after the said day of

next ensuing, then and in such case it shall and may be lawful not only for the said (*husband*) his heirs, executors, and administrators, to retain and deduct to him and themselves out of the next and every other succeeding payment of the said annual sum or yearly rent charge of

rents, issues, and profits, hereby before secured in manner aforesaid, as far as the same will ex-

BARON AND
FELS.

Deed of
Separation.

Husband, if
troubled for
wife's incum-
brances, may
indemnify him-
self out of the
annuity.

BARON AND
FEME.

*Deed of
Separation,*

Husband cove-
nants that wife
shall enjoy her
paraphernalia.

Power of ap-
pointing new
trustees.

tend; but also to reimburse and repay all and every such sum and sums of money, costs, charges, and expences, as he the said (*husband*) his heirs, executors, and administrators, shall at any time or times be charged with or compelled to pay, expend, or be put unto, or which shall be occasioned unto him or them for or in respect of the same, any matter or thing hereinbefore contained to the contrary in anywise notwithstanding.

AND the said (*husband*) for himself, his heirs, executors, and administrators, doth hereby further covenant, promise, and agree, to and with the said (*grantee*) his executors, administrators, and assigns, that he the said (*husband*) shall and will permit and suffer the said (*wife*) to have, hold, possess, and enjoy all her clothes, dresses, pocket and other money, now in her possession, jewels, diamonds, trinkets, watches, and other things proper for the ornament of her person, as and for her own sole and separate property.

AND it is hereby lastly provided, declared, and agreed, by and between the said parties to these presents, that in case of the death of either of the said trustees during the life of the said (*wife*) and the separation of them the said (*husband and wife*) or in case either of them the said trustees shall be desirous to be released and discharged from, and shall neglect or refuse to act in the execution of the trusts hereby in them respectively reposed, that then and in either of the said cases it shall and may be lawful to and for the said (*wife*) by writing under her hand, to nominate, substitute, and appoint a new or other trustee for the purposes aforesaid, in the place and stead of such trustee so dying or being desirous

to be discharged, or neglecting or refusing to act as aforesaid; and upon such nomination or appointment the trustee or trustees for the time being so to be appointed, shall from thenceforth be interested in the premises, and shall and may generally act in the execution of the trusts hereby declared in the same manner as if he or they had been originally appointed a trustee or trustees for the purposes hereinbefore expressed; and so *toties quoties* as often as any trustee shall happen to depart this life, or be desirous to be discharged, or neglect or refuse to act as aforesaid, all such assignments, acts, and things, requisite and necessary for the effectually vesting the said premises in such new or other trustee, shall be thereupon forthwith made, done, and executed, by the said (*husband*) and the trustee so desiring to be discharged, or neglecting or refusing to act, or by the heirs, executors, or administrators of the trustee so dying, to the end, that the trusts hereinbefore declared may with facility be carried into execution. IN WITNESS, &c.

BARON AND
FEMF.

*Deed of
Separation.*

No. LI.

*A Continuation of the last Arrangement, where-
by the Children are provided for, and put
under the Direction and Management of mutual
Friends of the Husband and Wife.*

THIS INDENTURE, made, &c. BETWEEN (*the husband*), of the first part, (*wife*) of the second part, of the third part, and (*grantees or trustees of annuity*), of the fourth part. WHEREAS the said (*husband*) and (*wife*) having

*Provision for
the Mainte-
nance and Ma-
nagement of
Children.*

**BARON AND
FEME.**

*Provision for
the Maintenance
and Manage-
ment of
Children.*

*Recites that
husband agrees
to pay an an-
nuity for main-
tenance of chil-
dren.*

*A bond for said
annuity.*

Consideration.

lately agreed to live separate and apart from each other, it hath been agreed between them that the maintenance and education of (*their three children, naming them with their ages*) should be left to the management and direction of the said (*grantees*); and in order that the said (*grantees*) should be enabled to provide for such maintenance as far as may be in a suitable manner, the said (*husband*) hath agreed to pay unto the said (*grantees*) their executors, administrators, and assigns, one clear annuity or yearly sum of _____, for and during the term of his life, upon the trusts nevertheless, and to and for the ends and intents hereinafter mentioned, expressed, and declared of and concerning the same. AND WHEREAS the said (*husband*) by his certain bond or obligation in writing bearing even date with these presents, is become bound unto the said (*grantees*) their executors, administrators, and assigns, in the penal sum of _____, subject nevertheless to a condition thereunder written for making the same void upon payment by the said (*husband*) his heirs, executors, or administrators, unto the said (*grantees*) their executors, administrators, or assigns, of the said annuity or yearly sum of _____, at the times, in the manner, and upon the trusts referred to or expressed in the said condition and hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in order to effectuate the same, and to enable the said (*grantees*) to make such provision for the said children as hereinafter is expressed; and for and in consideration of the sum of ten shillings of, &c. to the said (*husband*), in hand well and truly

paid by the said (*grantees*) at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, He the said (*husband*) HATH given, granted, and confirmed, and by these presents DOTH give, grant, and confirm unto the said (*grantees*) their executors, administrators, and assigns, one annuity, yearly rent charge, or sum of _____, to be yearly issuing and going from and out of ALI, &c. To HAVE, hold, receive, take, and enjoy the said annuity, yearly rent charge, or sum of _____ unto the said (*grantees*) their executors, administrators, and assigns, from henceforth during the natural life of the said (*husband*), the said annuity, yearly rent charge, or sum of _____, to be paid to the said (*grantees*) their executors, administrators, or assigns, at or on the Royal Exchange of the City of London, on the two following days in the year, that is to say, on the _____ day of _____, and _____ day of _____, by even and equal payments, without making any deduction or abatement whatsoever thereout, for or in respect of any taxes, charges, levies, assessments, or impositions to be taxed, charged, levied, assessed, or imposed on the said annuity, yearly rent charge, or sum of _____, or on the said hereditaments and premises hereby charged with the payment thereof, or on the said (*grantees*) their executors, administrators, or assigns in respect thereof by authority of parliament or otherwise howsoever, or for or in respect of any other matter, cause, or thing whatsoever, apportionable with a just and due proportion of the same annuity, yearly rent charge, or sum of _____ from the last of the days of payment pre-

HARON AND
FEME

*Provision for
the Maintenance
and Management of
Children.*

*Grant of an-
nuity during
the life of hus-
band.*

**BARON AND
FEME.**

*Provision for
the Maintenance
and Manage-
ment of
Children*

*Usual powers
of entry and
distress,*

ceding the death of the said (*husband*) to the day of such death, in case it shall happen at any intermediate time between any such days of payment as aforesaid, the first payment of the said annuity, yearly rent charge, or sum of _____, to begin and be made on the _____ day of _____ next ensuing the date of these presents. AND the said (*husband*) for himself, his heirs and assigns, doth hereby further grant, covenant, and agree to and with the said (*grantees*) their executors, administrators, and assigns, that if it shall happen that the said annuity, yearly rent charge, or sum of _____, or any part thereof, shall be behind or unpaid by the space of _____ days next after any or either of the said days of payment whereon the same ought to be paid as aforesaid by and according to the true intent and meaning of these presents, that then and from thenceforth and so often as it shall so happen, it shall and may be lawful to and for the said (*grantees*) their executors, administrators and assigns during the life of the said (*husband*) into and upon all and singular the said manors, moiety, messuages, or tenements, farms, lands, hereditaments, and premises so hereby charged with the said annuity, yearly rent charge, or sum of _____, or expressed or intended so to be as aforesaid, or into every or any part thereof to enter and distrain, and the distress and distresses then and there found and taken, to take, lead, drive, carry away, and impound, and impounded to detain until the said yearly rent charge, or sum of _____ so unpaid, and all arrears thereof, if any shall happen to be, and all costs, charges, damages and expences attending the taking such distress and dis-

tresses, shall be fully paid and satisfied; and in default of payment in due time after any such distress or distresses shall be so taken, to appraise, sell, and dispose of such distress or distresses, or otherwise to demean therein according to law, to the intent that thereby the said (*grantees*) their executors, administrators, and assigns, shall and may be fully paid and satisfied the said annuity, or yearly rent charge, or sum of , and every part thereof, and all arrears thereof, and all costs, charges, and expences attending the recovery thereof. AND the said (*husband*) for himself, his heirs and assigns, doth further grant, covenant, and agree to and with the said (*grantees*) their executors, administrators, and assigns, that in case the said annuity, yearly rent charge, or sum of shall happen to be behind and unpaid by the space of days after the same shall become due and payable as aforesaid, that then and so often, and although no formal demand shall have been made of the said annuity, yearly rent charge or sum of , or the arrears thereof, it shall and may be lawful to and for the said (*grantees*) their executors, administrators, and assigns, during the life-time of the said (*husband*), into and upon all and singular the said manors, moiety, messuages, or tenements, farms, lands, hereditaments, and premises hereby charged with the payment of the said annuity, yearly rent charge, or sum of , as aforesaid, and into and upon every or any part thereof, to enter, and the rents, issues, and profits thereof to have, receive, and take to his and their own use, until he or they shall therewith and thereby or otherwise be fully paid and satisfied the said annuity,

BARON AND
FEME.

Provision for
the Main-
tenance and Ma-
nagement of
Children.

and perception
of rents and
profits.

BARON AND yearly rent charge, or sum of , and every part thereof; and also all arrears as shall grow due during the time that he or they shall by virtue of such entry or entries be in possession of the premises, together with all such costs, charges, and expences as shall be laid out, sustained, or occasioned by reason of the non-payment thereof. **AND THIS INDENTURE FURTHER**

*Provision for
the maintenance
and redemption of
the land*

Usual demise of
the premises
charged for a
term of years.

WITNESSETH, that for the better and more effectual securing the said annuity or yearly rent charge of to the said (grantees) their executors, administrators, and assigns, for and during the life of him the said (husband) and also in consideration of the sum of ten shillings of like lawful money to the said (husband), by the said (trustee) at or before the sealing and delivery hereof, in hand well and truly paid, the receipt whereof is hereby acknowledged, He the said (husband) HATH granted, bargained, sold, and demised, and by these presents DOth grant, bargain, sell, and demise unto the said (trustee) his executors, administrators, and assigns, ALL, &c. AND the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part thereof, To HAVE AND TO HOLD the said manors, moiety, messuages or tenements, farms, lands, hereditaments, and premises hereby demised, or expressed, or intended so to be, with their appurtenances, unto the said (trustee) his executors, administrators, and assigns, from the day of the date hereof, for and during and unto the full end and term of years thenceforth next ensuing, and fully to be complete and ended, without impeachment of waste, if the said (husband) shall so long live, upon the several trusts,

and to and for the several ends, intents and purposes, and subject to the several provisions, declarations and agreements hereinafter expressed and declared concerning the same; that is to say, IN TRUST in the first place to permit and suffer the said (*husband*) and his assigns, to receive and take the rents, issues and profits of the same premises comprised in the said term, until some default shall happen to be made in payment of the said annuity, yearly rent-charge or sum of hereinbefore made payable to the said (*grantees*) their executors, administrators and assigns as aforesaid, by the space of three calendar months next after any of the said days of payment whereon the same ought to be paid as aforesaid. AND UPON THIS FURTHER TRUST, that in default of such payment, or in case the said annuity, yearly rent-charge or sum of or any part thereof shall at any time or times be behind and unpaid by the space of three calendar months next after any of the days of payment whereon the same is hereby made payable; then and so often, although no formal demand shall have been made of the said annual sum or yearly rent-charge, or the arrears thereof, the said (*trustee*) his executors, administrators, or assigns, do and shall from time to time by and out of the rents, issues, and profits of the said manor, moiety, messuages, or tenements, farms, lands, hereditaments and premises comprised in the said term of years determinable as aforesaid, or by mortgage or sale from time to time thereof, or of a competent part thereof, for all or any part of the said term of years, determinable as aforesaid; or by bringing any actions from time to time against any of the ten-

BARON AND
FEME

*Provision for
the Maintenance
and Management of
Children.*

In trust for
husband until
default.

After default in
trust to mort-
gage or sell,

or bring actions
for rent.

**BARON AND
FEME.**

*Provision for
the Maintenance
and Manage-
ment of
Children.*

to raise suffi-
cient to dis-
charge annuity,
&c.

Covenant to
pay the an-
nuity.

ants or occupiers of the said premises, for the recovery of the rents then in arrear, or by making entries from time to time upon the same premises or any part thereof, or by all or any of the said ways or means, whatsoever as to the said (*trustee*) his executors, administrators or assigns, shall seem meet, levy, raise, or pay all such arrears of the same annuity, yearly rent charge or sum of hereinbefore charged upon and made payable out of the said premises as aforesaid as shall from time to time be so remaining due and unpaid, together with all such damages, costs, charges, and expences as the said (*grantees*) their executors, administrators or assigns, and the said (*trustee*) his executors, administrators and assigns, or any or either of them shall expend, sustain, or be put unto by reason of the non-payment or detention of the same annuity, rent-charge or sum of or any part thereof, or otherwise in the execution of the trusts hereby declared of the said term of years. AND the said (*husband*) for himself, his heirs, executors and administrators doth hereby covenant, promise and agree to and with the said (*grantees*) their executors, administrators and assigns, in manner following, that is to say, that he the said (*husband*) shall and will from time to time and at all times during his natural life, well and truly pay or cause to be paid unto the said (*grantees*) their executors, administrators and assigns the said annuity, yearly rent-charge or sum of at the respective days and times hereinbefore mentioned and appointed for payment thereof; and also such due proportion of the said annuity up to the day of the death of him the said

(*husband*) as hereinbefore is mentioned. AND **BARON AND FEMEA**
 ALSO that he the said (*husband*) at the time of the sealing and delivery of these presents is, and standeth lawfully seised of and entitled to a good estate of freehold in possession, for and during the term of his natural life, of and in all and singular the said premises hereby charged with the said annuity, yearly rent-charge or sum of _____ or expressed or intended so to be, with their and every of their appurtenances, without any manner of condition, contingent proviso, or power of revocation or limitation of any use or uses, or any other matter, restraint, cause, or thing, to alter, change, charge, revoke, make void, lessen, incumber or determine the same, except as hereinafter is excepted. AND that the said (*husband*) now hath in himself good right, full power, and lawful and absolute authority to charge the same premises with the payment of the said annuity, yearly rent-charge or sum of _____ for the benefit of the said children, and to demise the same to the said (*trustee*) for the said term of _____ years, determinable in manner aforesaid, except as hereinafter is excepted. AND FURTHER, that the said hereditaments and premises hereby charged with the said rent-charge, or expressed or intended so to be, now are and shall from time to time and at all times hereafter during his natural life, remain, continue, and be open and sufficient to and for answering the payment of the said annuity, yearly rent-charge or sum of _____; and such distress and entry, in case of non-payment thereof as aforesaid; except nevertheless, and subject to a certain indenture made to _____, whereby the said manors, moiety,

Provision for the Maintenance and Management of Children.

Covenant that husband is seised.

Hath good right to charge.

and to demise.

And that premises are and shall be open and sufficient,

except, &c

**BARON AND
HEME.**

*Provision for
the Maintenance
and Manage-
ment of
Children.*

For further
assurance.

*to be inserted
at the end of
the deed*

hereditaments and premises are subject, and made chargeable with the payment of and also except and subject nevertheless to a certain indenture of four parts, bearing date on or about the day of last, whereby the said hereditaments and premises, or some part or parts thereof are subjected to and made chargeable with the payment of an annuity, or yearly rent-charge or sum of to the use of or in trust for the said (*wife*) during her separation from her said husband, and a term of years thereby limited for better securing the payment of the same. AND FURTHER, that he the said (*husband*) and all and every other person and persons lawfully claiming or to claim any estate right, title, trust, or interest, either at law or in equity, of, in, to, or out of the said hereditaments and premises comprised in the said term of years, by, from, under, or in trust for him, except as aforesaid, shall and will at all times hereafter during the life of him the said (*husband*) upon every reasonable request of the said (*grantees*) their executors, administrators or assigns, but at the costs and charges in the law of the said (*husband*) make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable acts, deeds, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute charging and subjecting the said hereditaments and premises hereinbefore mentioned, and every part and parcel thereof, with their and every of their rights, members and appurtenances, and to

and with the payment of the said annuity, yearly rent charge or sum of _____ to the said (*grantees*) their executors, administrators, and assigns, during the life of the said (*husband*) and for the more effectual granting and demising the same premises unto the said (*trustee*) his executors, administrators, and assigns, for the term of _____ years determinable as aforesaid, upon such trusts, and to and for such ends, intents, and purposes, as in and by these premises are limited, expressed, and declared of and concerning the same respectively, as by the said (*grantees*) their executors, administrators, or assigns, or their or either of their counsel in the law shall be reasonably devised or advised and required. AND THIS INDENTURE FURTHER WITNESSETH, that it is hereby agreed and declared by and between the said parties to these presents; and the said (*grantees and trustee*) do hereby acknowledge, declare and agree, that the said annuity, yearly rent charge or sum of _____ hereby granted and secured to be paid unto the said (*grantees*) their executors, administrators, and assigns as aforesaid, was and is so granted and limited to them: the said (*grantees*) their executors, administrators, and assigns, UPON TRUST and to the intent that they the said (*grantees*) their executors, administrators and assigns shall and do pay, apply, and dispose of the said annuity, yearly rent charge or sum of _____ from time to time as the same shall come to their hands and be received, in the support, maintenance, and education of the said, &c. the three children of the said (*husband*) by the said, &c. his wife, in such proportions, ways, manners and forms, in all respects as to them the

**BARON AND
FEME.**

*Provision for
the Maintenance
and Management of
Children.*

*Declaration of
the trusts of the
annuity.*

BARON AND
FEME.

*Provision for
the Maintenance
and Management of
Children.*

Agreement that
children shall
spend half their
holidays with
their father,
and half with
their mother.

Power of ap-
pointing new
trustees.

said (*trustees*) their executors, administrators, or assigns shall seem most advisable, it being intended that the said (*trustees*) their executors, administrators, and assigns, shall have the entire management and direction of the maintenance and education of the said three children during their respective minorities, and that the same may be conducted in such a way as to them shall seem expedient and proper; and that after they shall respectively attain the age of twenty-one years, the said yearly sum of shall be annually applied in the support and maintenance of the said three children during the life of the said (*husband*). AND it is hereby further agreed and declared by and between the said parties hereto, and the said (*husband*) for himself, his heirs, executors and administrators doth hereby covenant, promise, and agree to and with the said (*grantees*) their executors, administrators and assigns, that during such time as the said three children shall respectively be absent from their place or places of education, one half part of their time shall be passed with the said (*wife*), and the other half part thereof shall be passed with their said (*father*.) AND the said (*wife*) for herself, her heirs, executors, and administrators doth hereby covenant, promise, and agree to and with the said (*trustees*) their executors, administrators, and assigns, that during such time as the said children shall respectively be absent from their place of education, one half part of their time shall be passed with their father the said (*husband*). AND it is hereby lastly provided, declared, and agreed by and between the said parties to these presents, that in case of the death of either of the said (*grantees* or

trustees) during the life of the said (*husband*); or in case either of them the said (*grantees or trustees*) shall be desirous to be released and discharged from and shall neglect or refuse to act in the execution of the trusts hereby in them respectively reposed, that then and in either of the said cases it shall and may be lawful to and for the said (*husband and wife*) with the consent of the said children, by writing under their hands respectively to nominate, substitute and appoint a new or other trustee, or new or other trustees, for the purposes aforesaid, in the place and stead of a trustee or trustees dying, or being desirous to be discharged, or neglecting or refusing to act as aforesaid, so as that on every such change the said (*husband*) shall have the liberty, power and authority of substituting a trustee in the place of the said (*one of the grantees*) or his successor, and the said (*wife*) the like power of substituting a trustee in the room or stead of the said (*other trustee*) *toties quoties* as the same may happen; and upon such nomination or appointment the trustee or trustees for the time being, so to be appointed, shall from thenceforth be interested in the premises, and shall and may generally act in the execution of the trusts hereby declared, in the same manner as if he or they had been originally appointed a trustee or trustees for the purposes hereinbefore expressed, and so *toties quoties* as often as any trustee shall happen to depart this life, or be desirous to be discharged, or neglect or refuse to act as aforesaid; and all such assignments, acts and things requisite and necessary for the effectually vesting the said premises in such new or other trustee shall be thereupon forthwith

BARON AND
FEME

Provision for
the Maintenance
and Education
of
Children.

**BARON AND
FEME.**

*Provision for
the Mainte-
nance and Ma-
nagement of
Children.*

made, done and executed by the said (*husband*) and the trustee so desiring to be discharged, or neglecting or refusing to act, or by the executors or administrators of the trustee so dying at the costs and charges of the said (*husband*) to the end that the trust hereinbefore declared may with facility be carried into execution ; and that the said (*trustees*) their executors, administrators and assigns shall and may deduct and retain all costs, charges and expences out of the money coming to their hands, which they shall be put unto in the execution of the trusts hereby in them reposed.

IN WITNESS, &c.

RE-CONVEY-
ANCE.
By the Heir of
a Mortgagee.

RE-CONVEYANCE.

No. LII:

Re Conveyance by the real Representative and the Heir at Law of a satisfied Mortgagee (1).

THIS INDENTURE, made, &c. BETWEEN *(the Parties. real representative of a deceased mortgagee in fee)* of the first part, *(the eldest son and heir at law of a lady who was the only child and heir at law of the nephew and heir at law of the said mortgagee)* of the second part, *(the person entitled to the equitable estate in fee)* of the third part, and *(a trustee appointed for the purposes hereinafter mentioned)* of the fourth part. *(Recites a mortgage in fee for securing a sum of money and interest.)* Recites a mortgage.

AND WHEREAS the said principal sum of and interest were not paid at the time mentioned and appointed for payment thereof by the said indenture, whereby the estate and interest of the said *(mortgagee)* of and in the said messuage or tenement, lands, and hereditaments so limited in use to him as aforesaid, became absolute in law. which became absolute.

AND WHEREAS the said sum of , and interest, were afterwards duly paid and satisfied to the said *(mortgagee)* and the said mortgage deed was cancelled, but no re conveyance of the said premises hath yet been made. AND WHEREAS the said *(mortgagee)* departed this life some time in or about the year , intestate as to the said messuage or tenement, lands and hereditaments so Mortgagee's death intestate.

(1) This deed was drawn by the editor and settled by two counsel : one of whom advised that the heir at law should also be a party, and he was made a party accordingly.

RE-CONVEY-
ANCE.

By the Heirs of
a Mortgagee.

His heir as-
sumed another
name, and by
will, devised to
his son-in-law
and another.

His death,
leaving a
daughter, who
married,

Survived her
husband and
left a son party
hereto.

The other trust-
ee survived,
leaving a bro-
ther his heir.

limited in use to him as aforesaid, leaving the said (*nephew*) his nephew and heir at law, upon whom the legal estate in the said messuage or tenement, lands and hereditaments descended in fee-simple. AND WHEREAS the said (*nephew*) after the death of the said (*mortgagee*) assumed the name of _____ in addition to his said former name of _____, and he the said (*nephew*) by his last will and testament in writing bearing date the _____ day of _____, and duly executed and attested in the manner prescribed by law for passing real estates, by devise gave and devised unto (*his son-in-law*) and (*a friend*) their heirs, executors, administrators, and assigns, ALL the messuages, lauds, tenements, and hereditaments, whatsoever and wheresoever conveyed to or vested in him by way of mortgage, or as a trustee, to the end that they might be enabled to convey such as were vested in him as trustee upon the proper trusts, and to foreclose the equity of redemption of the mortgaged premises, or reconvey the same on payment of the principal money and interest due thereon, as should be thought expedient and necessary by the said trustees. AND WHEREAS the said testator afterwards departed this life without having revoked or altered his said will, leaving the said (*a daughter*) his only child and heiress at law, who had intermarried with (*the father of present party of the second part*). AND WHEREAS the said (*lady*) survived her said husband, and hath since departed this life intestate, leaving the said (*party of the second part*) her eldest son and heir at law. AND WHEREAS the said (*other trustee*) survived the said (*son of trustee*) and departed this life on or about the _____ day of _____ intestate, leav-

ing (*his only brother*) and heir at law. **AND** RE CONVEY-
ANCE

WHEREAS the said (*brother*) departed this life on _____
or about the _____ day of _____ intestate as to

the said messuage or tenement, lands and hereditaments, leaving the said (*first party*) party to these presents, his eldest son and heir at law. By the Heirs of
a Mortgagee.
The brother's
death, leaving
a son his heir.

AND WHEREAS under and by virtue of divers mesue conveyances and assurances in the law, the equity of redemption or equitable estate in fee simple of and in the said messuage or tenement, lands and hereditaments so limited in use to the said (*mortgagee*) as aforesaid, is now become vested in the said (*party of the third part*). Equitable fee
has become
vested in a
party hereto.

AND WHEREAS the said (*parties of the first and second parts*) as heirs at law respectively as aforesaid, have been called upon and required by the said (*owner*) to release and convey the legal estate in fee simple of and in the said messuage or tenement, lands and hereditaments so limited in use to the said (*mortgagee*) as aforesaid, unto the said (*trustee*) in the manner hereinafter contained, to which request the said (*heirs*) have consented and agreed. That the heirs
at law have
been required
to convey.

NOW THIS INDENTURE WITNESSETH, Witnesseth,

that in pursuance of the said agreement, and for and in consideration of the sum of ten shillings, of, &c. to each of them the said (*heirs*) in hand paid by the said (*trustee*) upon or immediately before the execution of these presents, the receipt whereof is hereby acknowledged, **THAT** the said (*heirs*) at the request and by the direction and appointment of the said (*owner*) testified by his being a party to and sealing and delivering these presents, **HAVE**, and each of them **HATH** bargained, sold, aliened, and released, and by these presents **DO**, and each of them **DOETH** bargain,

Words of con-
veyance.

RE-CONVEY-
ANCE.

By the Heirs of
a Mortgagee.

Premises.

General Words.

sell, alien, and release unto the said (*trustee*) in his actual possession now being by virtue of a bargain and sale to him thereof made by the said (*heirs*) in consideration of five shillings each by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession, and to his heirs, ALL and singular the said messuage or tenement, closes and parcels of ground and hereditaments, comprised in the said recited indentures of lease and release, and which are therein mentioned to be then in the tenure or occupation of, &c. and which were thereby limited in use to the said (*mortgagee*) his heirs and assigns, by way of mortgage as aforesaid, or intended so to be, together with all and singular houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, backsides, lights, rooms, trees, woods, underwoods, and the ground and soil thereof, commons, common of pasture, and rights of common, hedges, ditches, drains, waters, water-courses, rights, members, privileges, advantages, commodities and appurtenances whatsoever to the said messuage or tenement, lands and hereditaments hereby expressed to be released, or any part thereof belonging, or in any wise appertaining, or therewith or with any part or parts thereof now, or at any time or times heretofore usually set, let, held, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof; and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits thereof,

and of every part and parcel thereof; and all the estate right, title, interest, inheritance, use, trust, property, claim, and demand whatsoever, both at law and in equity, and in possession, reversion, expectancy, or otherwise howsoever of them the said (*heirs*), and each of them, of, in, to, out of, or upon the same premises, every or any part thereof, To HAVE AND TO HOLD the said messuage, tenement, lands and hereditaments hereinbefore particularly described and expressed to be hereby released, with their appurtenances, unto the said (*trustee*) his heirs and assigns, To THE USE of the said (*trustee*) his heirs and assigns for ever, upon such trusts, and for such ends, intents, and purposes, and under and subject to such powers, provisos, charges, declarations, and agreements as the same respectively stood limited and assured immediately before the execution of these presents, and upon or for no other trust, intent, or purpose whatsoever. AND each of them the said (*heirs*) so far as relates to his own acts and deeds only, but not further or otherwise, doth for himself, his heirs, executors, and administrators, hereby covenant and declare to and with the said (*trustee*) his heirs and assigns, that they the said (*heirs*) respectively, have not at any time or times heretofore made, done, committed, or wilfully suffered any act, deed, matter, or thing whereby or by reason or means whereof the said messuage or tenement, lands and hereditaments hereby expressed to be released, or any part or parts thereof, are, is, or may, can, or shall be impeached, charged, incumbered, or in any wise affected in title, charge, estate, or otherwise howsoever. IN WITNESS, &c.

RE-CONVEY-
ANCE.

*By the Heirs of
a Mortgagee.*

Habendum

For the use of a
trustee.

Covenants by
heirs that they
have not in-
cumbered.

CONVEY-
ANCE.

*(Of Premises
omitted on a
former occasion.)*

CONVEYANCE.

No. LIII.

*Conveyance by Trustee of the legal Estate in
Premises which had been omitted to be conveyed
by him on a former occasion to a Trustee for
certain Annuitants.*

Parties.

THIS INDENTURE, made, &c. BETWEEN (trustee of legal estate) of the first part; (grantor of an annuity on a former occasion, and owner of the estate) of the second part; (the annuitant) of the third part; and (then trustee) of the fourth part. [Reciting indentures of lease and release

Recites a mortgage,

and assignment or mortgage; and also reciting indentures of lease and release, and assignment, whereby the premises comprised in the other indentures were to have been charged with an annuity.] AND WHEREAS since the execution of

since the execution of which an omission of parcels has been discovered,

the last recited indentures of lease and release, it hath been discovered that contrary to the intention of the parties thereto, certain parts of the hereditaments which were comprised in the said indentures of lease and release, and mortgage, of the and days of , were omitted to be conveyed in the said last recited indentures of lease and release, of the and days of , by the said to

which trustee is the aforenow requested to convey.

the said . AND WHEREAS the said (trustee) hath been called upon and required by the said (annuitant) to release and convey, or otherwise assure the legal estate in fee-simple of and in the said hereditaments and premises so omitted to be conveyed unto the said (trustee for

them) his heirs and assigns as aforesaid, to which request the said (*other trustee*) hath consented and agreed. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for the considerations mentioned in the said indenture of release, of the day of , and for and in consideration of the sum of five shillings of lawful, &c. to said (*trustee*) well and truly paid by said (*trustee for annuitant*) immediately before the execution of these presents, the receipt, &c. HE the said (*trustee*) at the instance and request, and by the direction and appointment of the said (*grantor of annuity*) and with the privity, consent, and approbation of the several persons parties hereto, of the third part, testified as to each of them by their severally executing these presents, HATH bargained, sold, and released, and by these presents DORN bargain, sell, and release unto the said (*trustee for annuitant*) his heirs and assigns for ever, in the actual possession of the said (*trustee for annuitant*) now being by virtue of a bargain and sale, &c. ALL, &c. Together with all and singular houses, &c.; and the reversion, &c.; and all the estate, &c.; TO HAVE AND TO HOLD the said messuage or tenement, lands and hereditaments, and all and singular other the premises hereinbefore particularly described, and expressed to be hereby released, with their appurtenances, unto the said (*trustee for annuitant*) his heirs and assigns for ever, TO THE USE of the said (*trustee for annuitant*) his heirs and assigns. AND IT IS HEREBY AGREED AND DECLARED between and by the said parties hereto, so far as they are interested, that the said (*trustee for annuitant*) his

CONVEY-
ANCE.*Of Premises
omitted on a
former occasion.**Words of con-
veyance.**Habendum.**For better
securing an an-
nuity, &c.*

**CONVEY-
ANCE.**

*Of Premises
omitted on a
former occasion.*

heirs and assigns, shall stand seised of the said messuages and other hereditaments comprised as well in the said indentures of lease and release, of the and days of , as in these presents, UPON TRUST for better securing the said annuity, yearly rent charge, or annual payment, in and by the said indenture of the day of , granted by the said, &c. as aforesaid, and subject thereto, IN TRUST for the persons beneficially interested in the said hereditaments, according to their respective rights and interests therein. (*Covenant from trustee that he had done no act to incumber.*) IN WITNESS, &c.

No. LIV.

*With Liberty to
re-purchase in
Twelve Months.*

Conveyance in Satisfaction and Discharge of a Debt, with Liberty for Relessor to re-purchase within Twelve Months. (1)

Parties.

Recites debt,

THIS INDENTURE, made, &c. Between (*relessor*) of the one part, and (*relessee*) of the other part. WHEREAS the said (*relessor*) now is and stands justly indebted to the said (*relessee*) upon mortgage bonds and other specialty securities, and also upon promissory notes and for monies advanced and paid on his account and at his request in se-

(1) This precedent is followed by another declaring that the actual intent and agreement of the parties was, that the premises should be vested in (*relessee*) in order to sell the same at the end of twelve months, if debt is not paid him with interest within that period. There is also an opinion of a very eminent counsel retired from practice, on the necessity of (*relessor*) being a party in case of sale.

veral sums of money amounting together to
as the said (*relessor*) doth hereby acknowledge.

CONVEY-
ANCE.

AND WHEREAS the said (*relessor*) is seised or other-
wise well entitled in fee-simple in possession of or

With Liberty to
re-purchase in:
Twelve Months.

to the messuage and hereditaments first herein-
after described and intended to be hereby releas-
ed; and he is also seised or well entitled to the

That lessor
is entitled to
property in
question,

freehold closes of land and hereditaments herein-
after secondly described and intended so to be
hereby released. AND WHEREAS the said (*reles-*

and has agreed
to convey.

sor) hath agreed to release and convey the said
messuage, closes of land and hereditaments unto
the said (*relessee*) in discharge or satisfaction of
the said sum of

so due to him as afore-
said, but with liberty for the said (*relessor*) or
his heirs to re-purchase the same premises for the
said sum of

at any time within twelve
calendar months from the date hereof, but not
after such period. NOW THIS INDENTURE WIT-

NESSETH, that in pursuance of the said agree-
ment, and in consideration that the said (*relessee*)

Consideration.

hath delivered up all the securities for the said
sum of

or any part thereof unto him the
said (*relessor*) to be cancelled (as he doth hereby
acknowledge) and that the said (*relessee*) hath
acquitted, released and discharged, (as he doth
hereby acquit, release, and discharge) the said
(*relessor*) his heirs, executors and administrators,
of and from the said sum of

so due and
owing to the said (*relessee*) as aforesaid, and also
in consideration of the sum of 10s. of, &c. the said

(*relessee*) now paid to the said (*relessor*), the re-
ceipt whereof is hereby acknowledged; HE the

Words of con-
veyance.

said (*relessor*) HATH granted, bargained, sold,
aliened, released and confirmed, and by these

CONVEY-
ANCE.*With Liberty to
re-purchase in
Twelve Months.*Parcels, with
general words.To hold the
freehold.To relesee in
fee subject to
proviso and
leaseholds.

presents DOTH grant, bargain, sell, alien, release and confirm unto the said (*relessee*) (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said (*relessor*) in consideration of 5s.) by indenture, bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, (and by force of the statute made, for transferring uses into possession) and his heirs, ALL, &c. [*Here introduce the parcels.*] Together with all and singular houses, outhouses, edifices, buildings, yards, ways, paths, passages, waters, watercourses, profits, privileges, and advantages whatsoever to the said messuage, closes of land, and other hereditaments hereby released or intended so to be, or any part thereof respectively, belonging or in anywise appertaining, or to or with the same or any part thereof respectively, now or at any time heretofore demised, used, occupied, or enjoyed; AND the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of all and singular the aforesaid premises; AND all the estate right, title, interest, use, trust, property, benefit, claim, and demand whatsoever of the said (*relessor*) in, to, and upon the same premises, To HAVE AND TO HOLD the said messuage and such other of the hereditaments hereinbefore released or intended so to be as are hereinbefore expressed to be of the nature of fee-simple and every part thereof unto the said (*relessee*) his heirs and assigns, To THE ONLY USE AND BENEOF of the said (*relessee*) his heirs and assigns for ever, and subject to the proviso for re-pur-

chase hereinafore mentioned, AND TO HAVE AND TO HOLD the said closes of land and premises hereinbefore mentioned to be comprised in the said indenture of lease of the day of

CONVEY-
ANCE.

*With Liberty to
re-purchase in
Twelve Months.*

and thereby also released or intended so to be, and every part thereof, unto and TO THE ONLY USE AND BEHOOF of the said (*relessee*) his heirs and

*for lives of
cestui que
vives.*

assigns, for and during the natural lives of the said (*three persons*) the lives and life of the survivors and survivor of them, under and subject nevertheless to the payment, performance, and observance of the rent, covenants, provisoes and agreements in the said indenture of lease reserved and contained, and on the lessee's or tenant's part henceforth to be paid, observed and performed, but also subject to the proviso for re-purchase hereinafter contained, (that is to say,)

PROVIDED ALWAYS, and it is hereby agreed and declared between and by the parties hereto, that in case the said (*relessor*) or his heirs shall at or any time before the expiration of twelve calendar months, to be computed from the day of the date of these presents, be desirous to re-purchase the said messuage, closes of land and hereditaments hereinbefore mentioned to be hereby released respectively, and of such his or their desire shall give or cause to be given unto the said (*relessee*) his executors, administrators or assigns,

Special proviso.

days previous notice in writing, and shall at the end of such days pay or cause to be paid

unto the said (*relessee*) his executors, administrators or assigns the sum of of lawful money of the said united kingdom, current in England, without any deduction or abatement whatsoever; Then, and in such case or any time thereafter,

CONVEY-
ANCE.

*With Liberty to
re-purchase in
Twelve Months.*

the said (*relessee*) shall and will at the request, costs and charges of the said (*relessor*) or his heirs, reconvey to him or them, or as he or they shall order and direct the said messuages, closes of lands and hereditaments hereby released respectively, or intended so to be, and every part thereof, according to their respective natures or legal qualities, free from all incumbrances, to be made, done, committed or suffered by the said (*relessee*) his heirs or assigns in the mean time. But if the said (*relessor*) or his heirs shall not, within the said period of twelve calendar months give such notice as aforesaid of his or their desire to re-purchase the said premises, or having given it shall make default in payment of the aforesaid sum of or any part thereof contrary to such notice, then and in such case, and from thenceforth the estate right, title and interest of the said (*relessee*) his heirs and assigns, of, in, and to the said messuage, closes of land and hereditaments hereby released or intended so to be, shall be absolute and indefeasible as well in equity as in law; and the said (*relessor*) and his heirs shall be for ever debarred of and from all right and benefit of re-purchase or relief in equity.

Covenant for
right to convey.

AND the said (*relessor*) for himself, his heirs, executors and administrators, doth grant, covenant, promise, and agree to and with the said (*relessee*) his heirs and assigns by these presents in manner following, that is to say, that for and notwithstanding any act, deed, matter or thing whatsoever by him the said (*relessor*) (his late father) or any person or persons lawfully claiming by, from, under, or in trust for them or either of them, made, done, committed, executed, or

suffered to the contrary; he the said (*relessor*) now hath in himself good right, full power, and lawful and absolute authority to grant, release and convey the said pieces or parcels of land, and other leasehold premises hereby released, and every part thereof, unto and to the use of him the said (*relessee*) his heirs and assigns, during such lives and life, and so subject as hereinbefore are mentioned; and also subject as to both the said fee-simple and the leasehold premises to the proviso for re-purchase thereof hereinbefore contained, according to the true intent of these presents. AND that it shall and may be lawful to and for the said (*relessee*) his heirs and assigns, from time to time and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess, and enjoy the said messuages, closes of land, and other hereditaments hereby released respectively, or intended so to be, with their appurtenances, according to the respective natures or legal qualities thereof, and to receive and take the rents, issues, and profits thereof, and every part thereof, to and for his and their own use and benefit, without any lawful let, suit, trouble, eviction, claim and demand whatsoever, for or by the said (*relessor*) or any person or persons lawfully claiming or to claim by, from or under, or in trust for him or the said (*his late father*). AND that free and clear, and freely and clearly acquitted, exonerated, and for ever discharged or otherwise by the said (*relessor*) his heirs, executors or administrators well and sufficiently saved, defended, kept harmless and indemnified, of, from, and against all former and

CONVEY-
ANCE.

*With Liberty to
re-purchase in
Twelve Months.*

*For peaceable
enjoyment.*

*Free from in-
cumbances.*

CONVEY-
ANCE.

*With Liberty to
re purchase in
Twelve Months.*

For further
assurance.

other gifts, grants, bargains, sales, jointures, dowers, uses, trusts, intails, wills, statutes, judgments, executions, rents, sum and sums of money, forfeitures, re-entries, and all other estates, titles, troubles, charges and incumbrances whatsoever, had, made, executed, occasioned or suffered by the said (*relessor*) or the said (*his father*) deceased, or any person or persons whomsoever claiming or to claim, by, from or under, or in trust for them or either of them; and except the rents, covenants and agreements to be henceforth paid, performed and observed in respect of the said leasehold premises, and the proviso hereinbefore contained for re-purchase of all and singular premises hereinbefore released, or intended so to be. AND FURTHER, that he the said (*relessor*) and his heirs, and all and every other person or persons whomsoever having or claiming, or who shall or may have or claim any estate right, title, interest, at law or in equity in, to, or out of the said messuage, closes of land and other hereditaments hereby released, or intended so to be, or any of them, or any part thereof, by, from or under, or in trust for him the said (*relessor*) or the said (*his father*) respectively, shall and will from time to time and at all times hereafter, upon every reasonable request, and at the proper costs and charges of the said (*relessee*) his heirs or assigns, do and execute, or cause and procure to be made, done and executed all and singular such further and other lawful and reasonable acts, deeds, things, conveyances and assurances in the law whatsoever, for the further, better, and more absolutely granting, conveying,

and assuring the said messuage, closes of land and other hereditaments hereby released, or intended so to be, and every part thereof, with their and every of their appurtenances, unto and to the use of the said (*relessee*) his heirs and assigns, according to the respective natures or legal qualities thereof, subject as aforesaid, as by him or them, or his or their counsel in the law shall be reasonably devised or advised and required. IN WITNESS, &c.

CONVEY-
ANCE.

Declaration of
the Trusts
thereof.

No. LV.

The Declaration of Trusts.

THIS INDENTURE, made, &c. BETWEEN (*re-* Parties.
lessor in last precedent) of, &c. of the one part,
and (*the relessee in same*) of the other part.

WHEREAS the said is and stands justly Recites debt
and truly indebted to the said upon mort-
gage bonds and other specialty securities, and
also upon promissory notes and for monies ad-
vanced and paid on his account and at his request
in several sums of money, amounting together to

as the said (*relessor*) doth hereby ac-
knowledge. AND WHEREAS by indentures of Last precedent.
lease and release, the lease bearing date before the
day of the date of the release, and the release
bearing even date with these presents, and made
or expressed to be made between the said (*re-
lessor*) of the one part, and the said (*relessee*) of
the other part, reciting the said debt of

AND RECITING among other things that the
said (*relessor*) had agreed to convey the therein
mentioned fee-simple messuage, and the therein
mentioned parcels of land held by lease for lives

CONVEY-
ANCE.

*Declaration of
the Trusts
thereof.*

unto the said (*relessee*) in discharge or satisfaction of the said debt of , but with liberty for the said (*relessor*) or his heirs, executors, and administrators, to re-purchase the same premises for the said sum of , at any times within twelve calendar months from the date thereof, but not afterwards: IT IS WITNESSED, that in pursuance of the said agreement, and in consideration that the said (*relessor*) had delivered up all the securities for the said sum of , or any part thereof, unto the said (*relessor*) to be cancelled, that the said (*relessee*) thereby acquitted, released, and discharged the said (*relessor*) his heirs, executors, and administrators, of and from the said debt or sum of , he the said (*relessor*) hath granted, released, and confirmed unto the said (*relessee*) and his heirs, a certain messuage, with the appurtenances, situate in the parish of , in the said county of therein particularly described, and stated to be of the nature of fee-simple; also certain pieces or parcels of land situate in the same parish, and therein particularly described and stated to be holden for lives under the , To HOLD the same several premises unto and to the use of the said (*relessee*) his heirs and assigns, according to the respective tenures or legal qualities thereof, but subject to a proviso therein contained enabling the said (*relessor*) or his heirs, to re-purchase all the same premises at or any time before the end of twelve calendar months next ensuing, (but not afterwards) on giving days previous notice, and on payment of the sum of unto the said (*relessee*) his executors, administrators, or assigns. AND WHEREAS the

Value of the
premises.

computed value of the said messuage, lands, and premises comprised in the said recited lease, is much less; and therefore, although the same premises are thereby absolutely conveyed to said (*relessee*) in discharge of the same debt, yet the actual intent and agreement of the parties hereto was and is that the same premises should be vested in the said (*relessee*) in order to sell the same at the end of twelve calendar months, if his said debt should not be paid to him with interest within that period, and *to apply the money arising thereby as far as it will extend towards the discharge of the same, and interest; and that the said (*relessor*) should enter into and covenant with the said (*relessee*) for payment of the deficiency of such produce in manner hereinafter mentioned; and the said recited conveyance was made absolute as aforesaid, the better to enable the said (*relessee*) to carry the aforesaid purpose into effect. NOW THEREFORE THIS INDENTURE WITNESSETH, that the said (*relessor*) doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said (*relessee*) his executors, administrators, and assigns, that in case the said (*relessor*) or his heirs shall not re-purchase the messuage, lands, and hereditaments comprised in the said indenture of release of equal date herewith according to the said proviso therein for that purpose contained, then and in such case, if the clear money to arise and be produced by the sale to be made by the said (*relessee*) his heirs or assigns, of the same premises, and the rents and profits thereof, until the same shall be so sold, shall prove insufficient to satisfy and discharge the said debt or sum of

CONVEY-
ANCE.

*Declaration of
the Trusts
thereof.*

Actual intent of
the parties.

Declaration.

CONVEY-
ANCE.*Declaration of
the Profits
thereof.*Releasee
covenants.

so owing to him as aforesaid, together with interest for the same after the rate of *for* for a year, he the said (*relessor*) his heirs, executors, or administrators, shall and will within *calendar months* next after sale of all the same premises, well and truly pay or cause to be paid unto the said (*relessee*) his executors, administrators, or assigns, so much or such part of the said debt of *,* and the interest thereof, as the produce of such sale, and such rents and profits as aforesaid shall be insufficient to satisfy. AND LASTLY, the said (*relessee*) doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said (*relessor*) his executors, administrators, and assigns, to render to him or them a true and faithful account of all monies to be produced by such sale and of such rents and profits as aforesaid; and also that if such monies, rents, and profits shall prove more than sufficient to pay the aforesaid debt of *and* the interest thereof, together with all costs and expences attending such sale, then and thereupon the said (*relessee*) his heirs, executors, or administrators shall and will duly pay or cause to be paid the residue or surplus thereof, unto the said (*relessor*) his executors, administrators, or assigns. IN WITNESS, &c.

Case.

CASE.
As to supporting
an action upon
Covenant for
Further
Assurance.

(The *relessor*) not having re-purchased the lands and premises according to the proviso in the precedent, No. LIV. and the time limited for that purpose having expired, (*relessee*) sold the same for , which sum was to have been paid last Lady Day, but the (*purchaser*) refuses to complete the purchase, unless (*relessor*) will join in the conveyance, to which his counsel has given an opinion he is a necessary party, (*relessor*) refuses to join in the conveyance, and there the matter rests.

Your opinion is desired whether (*relessee*) can support an action against (*relessor*) upon the covenant for further assurance; and whether in order to support such action the deed must be tendered to him for execution; and you will be pleased to give such other advice as may occur to you to be necessary for obtaining redress.

I am of opinion that (*relessor*) is a necessary party to join in the conveyance, or at least he may reasonably be thought so, and that an action will lie for his refusal, previous to which (*relessee*) should render him an account of the sale, and of the rents and profits agreeable to the deed of covenants, and the deed to which (*relessor's*) signature is required should be tendered for execution; and I think he ought to have the draft of it before the tender, to know if he approves it, or wishes to make any and what alterations, for which a reasonable time should be allowed.

DECLARA-
TION OF
TRUSTS.*For Mortgagee
and Mortgagor.*

DECLARATION OF TRUSTS.

No. LVI.

Declaration of the Trusts of a Term for Mortgagee and Mortgagor.

IN TRUST NEVERTHELESS for the said (*mortgagee*) his executors, administrators, and assigns, to be from time to time disposed of as he or they shall direct for the better securing the re-payment of the said sum of , and the interest thereof, according to the said proviso contained in the said indenture of release and assignment bearing even date herewith, and in the mean time and subject to such disposition or dispositions as may be made thereof as aforesaid; IN TRUST AND TO THE INTENT that the remainder which shall be from time to time to come and unexpired of the said several terms, may wait upon and attend the freehold and inheritance of the said hereditaments and premises, in order to protect the same from all mesne and intervening incumbrances, if any such there be, and to be assigned and disposed of as the person or persons who shall from time to time be entitled to such freehold and inheritance shall direct or appoint, and upon no other trust, and to and for no other intent or purpose whatever (1).

(1) I conceive *this* to be the proper mode of declaring a trust of a term for a mortgagee and mortgagor, although the manner in which the draft was prepared was in the usual form; but in case of foreclosure it seems to me that there might be considerable doubts whether the term attended the inheritance upon an assignment in the common form.

RE-GRANT AND RE-CONVEYANCE.

RE-GRANT
AND RE-
CONVEY-
ANCE.

Of Annuity and
Premiums by
Indorsement.

No. LVII.

Re-grant of an Annuity and Re-conveyance (by Indorsement) on a Deed of Grant and Conveyance which had become void for want of a Memorial pursuant to the Statute of the 17th of his present Majesty.

THIS INDENTURE, made, &c. BETWEEN the Parties, within named (*grantor*) of the first part; the within named (*trustees*) of the second part; the within named (*trustee of a satisfied term*) of the third part; and the within named (*grantees*) of the fourth part. WHEREAS a memorial of the within written indenture, and of the bond and warrant of attorney therein recited, hath been neglected to be inrolled pursuant to an Act of Parliament made and passed for that purpose in the seventeenth year of the reign of his present Majesty, by reason whereof the said annuity, and the several securities for the same have become void or voidable. AND WHEREAS, the sum of the consideration within mentioned, was paid by the said (*trustee of a satisfied term*) to the said (*grantor*) as within expressed, which the said (*grantor*) doth hereby acknowledge, testified by his sealing and delivering these presents. AND WHEREAS, the said (*grantor*) is desirous of granting and well and effectually securing to the utmost in his power unto the said (*grantees*) an annuity or clear yearly rent-charge of during the lives of the within named (*cestui que*

Recites that annuity had become void for want of a memorial.

Payment of the consideration money as within.

That the said grantor was desirous of effectually granting said annuity.

**RE-GRANT
AND RE-
CONVEY-
ANCE.**

*Of Annuity and
Premises by
Indorsement.*

Grant

of annuity

charged on

certain pre-
mises.

Habendum.

vives) and the life of the survivor of them. Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of, so paid as aforesaid, HE the said (*grantor*) HATH granted, bargained, sold and confirmed, and by these presents BOTH grant, bargain, sell, and confirm unto the said (*grantees*) their executors, administrators and assigns, for and during the joint lives of the said (*cestui que vives*) and the life of the survivor of them, ONE ANNUITY or clear yearly sum of of lawful money of &c. to commence and be computed from the day of last past, before the sealing and delivering hereof, and to be charged and chargeable upon and yearly issuing and payable out of, and had, received, and taken by them the said (*grantees*) their executors, administrators and assigns, by, out of and from ALL and singular the said manor or reputed manor of otherwise and all other the freehold manors, messuages, tenements, closes, lands, meadows, pastures, grounds and hereditaments, and all the customary and copyhold messuages or tenements, lands, hereditaments and premises within mentioned, described or referred to, and charged or intended to be charged with the within-mentioned annuity or rent-charge of To have, hold, receive, take and enjoy the said annuity or clear yearly sum of hereby granted unto the said (*grantees*) their executors, administrators and assigns, for and during the joint lives of the within named (*cestui que vives*) and the life of the survivor of them, and to be paid and payable quarterly, at or in the common dining-hall of Lincoln's Inn in the county of Middlesex, on such

and the same days and times as are within mentioned for the payment of the annuity or yearly rent-charge by the within written indepture granted or intended so to be, and with such proportionable part of the quarterly payment of the said annuity or yearly rent-charge of that shall happen to be accruing if any at the time of the decease of the survivor of the said (*cœtui que vives*) and all the said payments to be made free and clear of and without any deduction or abatement whatsoever as within also mentioned. AND the said (*grantor*) for himself, his heirs, executors and administrators doth hereby grant, covenant and agree to and with the said (*grantees*) their executors, administrators and assigns, that it shall and may be lawful to and for the said (*grantees*) their executors, administrators and assigns, to have, use, and exercise such and the same powers of distress and entry for the recovery of the said annuity hereby granted, as is or is intended to be within given to them for securing the payment of the annuity within granted or intended so to be. AND the said (*grantor*) for himself, his heirs, executors and administrators doth hereby covenant, promise and agree to and with the said (*grantees*) their executors, administrators and assigns, that he the said (*grantor*) his heirs, executors and administrators shall and will well and truly pay or cause to be paid unto the said (*grantees*) their executors, administrators and assigns the said annuity or yearly sum of hereby granted at the several days and times and in the manner hereinbefore mentioned. AND ALSO, that he the said (*grantor*) hath in himself good right, full power and absolute au-

RE-GRANT
AND RE-
CONVEY-
ANCE.

Of Annuity and
Promises by
Indorsement.

apportionable.

Covenant that
grantee may
use the usual
powers of dis-
tress and entry

Grantor cove-
nants to pay
the annuity.

That he has
right to charge.

REGRANT
AND RE-
CONVEY-
ANCE.

*Of Annuity and
Premises by
Indorsement.*

and will further
assure.

Conveyance.

Mention of
have for a year.

thority to charge and make chargeable the manors, messuages, lands, tenements, hereditaments and premises within mentioned with the payment of the said annuity or yearly rent-charge or sum of hereby granted or mentioned or intended so to be. AND ALSO, for further assurance thereof, in such and the same manner as is within mentioned, as to the annuity of a year within granted or mentioned or intended so to be; and as if the covenant for further assurance of the annuity within granted or intended so to be, was here repeated as to the annuity hereby granted. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations and purposes aforesaid, and for and in consideration of the sum of 10s. of lawful money, &c. by the said (trustees) to the said (grantor) in hand well and truly paid at or before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged; He the said (grantor) HATH granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents DOETH at the request and by the direction and appointment of the said (grantees) (testified by their being parties to and sealing and delivering these presents) grant, bargain, sell, alien, release, ratify and confirm unto the said (trustees) (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said (grantor) for 5s consideration by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year commencing from the day next before the day of the date of the same, indenture of bargain and sale, and by force of the statute made

for transferring uses into possession) to their heirs, ALL THAT and those the said manor or reputed manor of and other the freehold manors, messuages, lands, tenements, hereditaments, and all and singular other the premises hereinbefore referred to, and in the within written indenture particularly mentioned and described, and hereby charged with the payment of the said annuity, yearly rent-charge or sum of hereby granted, or mentioned, or intended so to be, with their rights, members, and appurtenances. AND the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of all and singular the said manor or reputed manor of , freehold manors, messuages, lands, tenements, hereditaments, and all and singular other the premises hereby granted, released, or mentioned or intended so to be, or any part or parcel thereof; AND all the estate right, title, interest, use, trust, possession, property, claim and demand whatsoever of him the said (*grantor*) of, in, to, or out of the said manors or reputed manor, freehold manors, messuages, lands, tenements, and hereditaments and premises, or any part thereof, together with all deeds, evidences, and writings, court rolls, and copies of court rolls, and muniments whatsoever relating to, or touching or concerning the said freehold manor or reputed manors, messuages, lands, tenements and hereditaments hereinbefore mentioned, and hereby released or intended so to be, or touching or concerning the title to the customary or copyhold messuages and hereditaments hereinafter mentioned to have been surrendered to the use of the said (*trustees*) their heirs and assigns, now in the cus-

RE-GRANT
AND RE-
CONVEY-
ANCE.

*Of Annuity and
Premises by
Indorsement.*

The premises.

**RE-GRANT
AND RE-
CONVEY-
ANCE.**

*Of Annuity and
Premises by
Indorsement.*

Habendum,

upon certain
trusts after
mentioned.

Recites a sur-
render of cer-
tain copyholds
for securing
annuity.

Declaration of
the trusts of
such surrender.

tody or power of the said (*grantor*), or which he can come by with or without suit at law or in equity. To HAVE AND TO HOLD the said manor or reputed manor of freehold manors, messuages, lands, tenements, hereditaments, and all and singular other the premises hereby granted and released, or mentioned or intended so to be, with their rights, members and appurtenances; subject and charged as hereinbefore is mentioned unto the said (*trustees*) their heirs and assigns, TO THE ONLY PROPER USE AND BEHOOF of the said (*trustees*) their heirs and assigns for ever, UPON THE TRUST NEVERTHELESS, and to and for the ends, intents and purposes, and subject to and under the provisoes, conditions, limitations and agreements hereinafter mentioned, expressed, and declared of and concerning the same. AND WHEREAS the said (*grantor*) did on the day of last past duly surrender ALL THOSE the customary or copyhold hereditaments and premises in the within written indenture mentioned and described, and hereinbefore referred to and charged with the payment of the said annuity, &c. of hereby granted unto the use of the said (*trustees*) their heirs and assigns, subject to a condition to be void on payment by the said (*grantor*) his heirs, executors and administrators, unto the said (*grantees*) their executors, administrators and assigns, of the said annuity, yearly rent-charge, or sum of hereby granted on the days and times and in manner hereinbefore mentioned. Now THIS INDENTURE WITNESSETH, that for the purposes aforesaid, and for the better securing the payment of the said annuity, yearly rent-charge or sum of

hereinbefore granted, or intended so to be, It is hereby declared and agreed by and between the said parties hereto, that the said (*trustees*) their heirs and assigns shall from henceforth stand seised of the said freehold and copyhold manors, or reputed manors, messuages, lands, tenements, hereditaments, and all and singular other the premises hereinbefore mentioned and referred to, and hereby granted and released, and so surrendered as aforesaid, subject and without prejudice to the payment of the said annuity, yearly rent charge, or sum of hereby granted, or mentioned or intended so to be, and the remainders hereinbefore provided for recovery thereof, upon such and the same trusts, and to and for such and the same powers of sale and other powers, provisoes, and declarations, and with such power of giving receipts and discharges and acquittances, the money to be received for the same for securing the same annuity, or yearly sum of hereby granted and released as in and by the within written indenture was or was intended to be declared of and concerning the same, for the purpose of securing the annuity therein mentioned and intended to be granted and secured, in the same manner to all intents and purposes as if the said trusts, powers, conditions, agreements, trusts and provisions were here repeated and applied to the annuity or yearly rent charge of hereby granted, or mentioned, or intended so to be.

AND the said (*grantor*) for himself, his heirs, executors, and administrators, doth covenant and agree to and with the said (*trustees*) their heirs and assigns, by these presents for the right, title, possession, quiet enjoyment, and for assurance of

RE-GRANT
AND RE-
CONVEY-
ANCE.

*(Of Annuity and
Premises by
Indorsement.)*

Grantor cove-
nants by re-
ference for the
right, title,
possession,
quiet enjoy-
ment, and fur-
ther assurance,
&c.

RE-GRANT
AND RE-
CONVEY-
ANCE.

*Of Annuity and
Premises by
Indorsement.*

Trustees' in-
demnity.

Declaration of
the trusts of a
satisfied term.

the said manors or reputed manors, capital messuage, messuages, lands, tenements, hereditaments, and premises hereby granted and released, and mentioned to be surrendered; and also for the joining in any sales thereof to be made in pursuance of these presents, in such and the same manner as if the covenants within written and intended to have been entered into, were here repeated. PROVIDED ALSO, and it is hereby further declared and agreed by and between the said parties hereto, that they the said (*trustees*) or either of them, their, or either of their heirs, executors, administrators, and assigns, shall not as to the monies arising by these presents or the aforesaid trusts, be charged or chargeable or accountable any otherwise than as was intended to be within stipulated with respect to the monies therein mentioned, and shall and may out of the money which shall come to their hands respectively by virtue of the trusts aforesaid therein contained or referred to, in such manner as was intended to have been within provided, with respect to the money within mentioned, deduct, retain to, and reimburse themselves all reasonable bills of costs and other charges which shall be due to them; and also all such costs, damages, charges, and expences as they shall respectively bear, pay, sustain, expend, or be put unto for or by reason or means of any of the trusts aforesaid, or the management or execution thereof, or in any wise relating thereto. AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of the premises, the said (*trustee of a satisfied term*) doth by the direction of the said (*grantor*) testified by his sealing and delivering these presents,

agree and declare that he the said (*trustee of a satisfied term*) his executors and administrators, shall and will stand and be possessed of and interested in the residue of the within mentioned term of years, in trust in the first place for better securing the payment of the said annuity, or yearly rent charge of hereby granted, or mentioned, or intended so to be, at the times and in the manner hereinbefore appointed for payment thereof, and subject thereto in trust to permit and suffer the same terms to attend upon, and be subservient to the reversion, freehold and inheritance of the said premises, in order to protect the same against mesne incumbrances, if any such there be.

AND WHEREAS the said (*grantor*) hath also by a warrant of attorney bearing even date with these presents, authorized certain attornies of his Majesty's Court of King's Bench at Westminster, to enter up judgment in an action of debt for the sum of , as by the said warrant of attorney will appear. Now THIS INDENTURE WITNESSETH, and it is hereby agreed and declared by and between the said parties to these presents, that the said judgment to the said (*grantees*) is meant and intended as a further security for the said annuity or yearly rent charge of hereby granted, and that the same is not intended to be entered up until some quarterly payment of the said annuity shall be in arrear for the space of days after some or one of the said days hereinbefore appointed for payment thereof; and the said (*grantees*) their executors, administrators, and assigns, are to stand and be possessed thereof, and of all benefit and advantage ensuing, and to be had and taken thereby as

RE-GRANT
AND RE-
CONVEY-
ANCE.

Of Annuity and
Premises by
Indorsement.

Recital of war-
rant of attor-
ney to confess
judgment,

as a further
security.

RE-GRANT
AND RE-
CONVEY-
ANCE.

Of Annuity and
Premises by
Indorsement.

a collateral security only, and for the better and more effectually securing the payment of the said annuity to the said (*grantees*) their executors, administrators, and assigns, at the several days and times and in the manner thereinbefore appointed. PROVIDED ALWAYS, and it is hereby further agreed and declared by and between the said parties to these presents, and the true intent and meaning of these presents and the parties hereto, and the said (*grantor*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said (*grantees*) their executors, administrators, and assigns, that it shall and may be lawful to and for the said (*grantees*) their executors, administrators, and assigns, to enter up judgment upon the said warrant of attorney, and to sue out such execution or executions upon or by virtue of the said judgment as is within mentioned, with relation to the within mentioned bond and warrant of attorney and judgment, and in the same manner to all intents and purposes as if the provisions and clauses respecting the judgment within mentioned were repeated here of and concerning the judgment to be entered upon the said warrant of attorney, bearing even date with these presents. PROVIDED ALWAYS, and it is hereby further declared and agreed by and between the said parties hereto, and particularly by the said (*grantees*) that it shall and may be lawful to and for the said (*grantor*) his heirs, executors, or administrators, at any time hereafter to re-purchase the said annuity, &c. hereby intended to be secured on such and the same conditions as the annuity

Power of re-
purchase.

or yearly sum of £ within intended to be secured, was by the proviso within contained in that behalf intended to be made liable to be repurchased. PROVIDED LASTLY, and it is hereby mutually covenanted and declared by and between the said (*grantees*) that no benefit of survivorship shall be had or taken by them or either of their executors, administrators, or assigns, in respect of the said annuity or rent charge hereinbefore granted and secured, but that the survivor, his executors and administrators, and the trustees, as aforesaid, shall stand possessed of and interested in the said annuity or rent charge, and the securities for the same, in trust as to the part or share of the other of them therein for the executors or administrators of the party dying first, in the same manner as such deceased party was entitled whilst living, without any regard to the one surviving the other. IN WITNESS, &c.

RE-GRANT
AND RE-
CONVEY-
ANCE.

*Of Annuity and
Promises, by
Indorsement.*

CONVEY-
ANCE.

CONVEYANCE.

*Of Freehold and
Leasehold Pre-
mises, with Op-
inions.*

No. LVIII.

*Conveyance of Freehold and Leasehold Premises,
with Opinions of Counsel on some material
Points.*

Parties.

Contract re-
cited.

Consideration.

THIS INDENTURE, made, &c. BETWEEN (*ven-
dor*) of the one part, and (*vendee*) of the other
part. WHEREAS the said (*vendee*) hath con-
tracted and agreed with the said (*vendor*) for the
absolute purchase as well of the inheritance in
fee-simple of the messuage, &c. hereinafter men-
tioned to be hereby released, as also of the yard,
&c. hereinafter mentioned to be hereby assigned
for the residue yet to come and unexpired of the
term of years hereinafter mentioned, at or
for the price or sum of ; and the said
(*vendor*) hath also agreed that the sum of
part of the said purchase money, shall be paid to
(*a creditor of the vendor*) of the city of
in satisfaction and discharge of the like sum
due and owing to him by and from the said (*ven-
dor*). NOW THIS INDENTURE WITNESSETH, that
for and in consideration of the sum of
by the said (*vendee*) (at the request and by the
direction of him the said (*vendor*) testified by his
being a party to and sealing and delivering these
presents) to the said (*creditor*) and of the fur-
ther sum of by the said (*vendee*) to the
said (*vendor*), also in hand at or before the seal-
ing and delivering of these presents well and truly
paid, the payment and receipt of which said se-
veral sums of and making toge-

ther the said sum of ~~£ 100~~ the full consideration for such purchase as aforesaid; He the said (*vendor*) doth hereby acknowledge, and thereof and therefrom, and of and from every part thereof, doth acquit, release and discharge the said (*vendee*) his heirs, executors, administrators and assigns, for ever, by these presents, and for divers other good causes and valuable considerations, him the said (*vendor*) hereunto moving; He the said (*vendor*) HATH granted, bargained, sold, aliened, released and confirmed, AND by these presents DOTH grant, bargain, sell, alien, release, and confirm unto (*vendee*) (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said (*vendor*) for 5s. consideration by indenture bearing date the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession), and to his heirs, ALL, &c. [*Here introduce parcels, with general words.*] To HAVE AND TO HOLD the said messuage, &c. mentioned to be hereby granted and released with their and every of their appurtenances unto the said (*vendee*) his heirs and assigns, To THE ONLY proper use and behoof of the said (*vendee*) his heirs and assigns for ever, and to or for no other use, intent, or purpose whatsoever. AND the said (*vendor*) for himself, his heirs, executors and administrators doth covenant, promise, and agree to and with the said (*vendee*) his heirs and assigns in manner following, (*viz.*) that for and notwithstanding any act, matter or thing whatsoever by the said (*vendor*) at any time heretofore done, committed, or willingly or willingly suffered to the contrary, he the

CONVEY-
ANCE.Of Freehold
Less hold Pre-
mises, with Op-
tinent.Words of con-
veyance.Mention of
lease for a year.

Habendum

To the use of
purchasers.Vendor coven-
ants that he is
seised in fee;

CORVY.
AND E.

*Of Freehold and
Leasehold Pre-
mises, with Op-
inions.*

Hath good right
to convey;

for peaceable
enjoyment;

said (*vendor*) at the time of the sealing and delivery of these presents is and stands lawfully and rightfully seised of all and singular the said messuage, &c. mentioned to be hereby granted and released with their appurtenances, of and in a pure, perfect, absolute, and indefeasible estate of inheritance in fee-simple, without any condition, contingent proviso, power of limitation of any new or other use or uses, or any other restraint, matter or thing whatsoever, to defeat, alter, change, charge, determine, or make void the same (except as is hereinafter excepted). AND ALSO, that he the said (*vendor*) (for and notwithstanding any such act, matter or thing as aforesaid) now hath in himself good right, full power, and lawful and absolute authority to grant, bargain, sell, and release all and singular the same several premises mentioned to be hereby granted and released with the appurtenances unto and to the use of the said (*vendee*) his heirs and assigns in the manner aforesaid, according to the true intent and meaning of these presents. AND FURTHER, that he the said (*vendee*) his heirs and assigns shall and may from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said messuage, &c. mentioned to be hereby granted and released, and to take the rents, issues and profits thereof to his and their own use and uses, without the let, suit, hindrance, interruption, or denial of the said (*vendor*) his heirs and assigns, or of any other person or persons whomsoever lawfully claiming, or who shall or may claim any estate right, title, trust or interest, of, in, to, or out of the same premises or any part or

parcel thereof, by, from, or under him. **AND CONVEY-
ANCE.**
 that free and clear, and freely, clearly and abso-
 lutely acquitted, exonerated, and discharged, or *Of Freehold and
Leasehold Pre-
mises, with Opi-
nions.*
 otherwise by the said (*vendor*) his heirs, execu-
 tors, or administrators, well and sufficiently sav-
 ed, kept harmless and indemnified of and from
 all former and other gifts, grants, bargains, sales,
 mortgages, jointures, dowers, uses, intails, rents,
 arrears of rents, statutes, recognizances, judg-
 ments, titles, charges or incumbrances whatso-
 ever, had, made, done or committed by the said
 (*vendor*)* (other than and except such term or
 terms of years created of the said premises men-
 tioned to be hereby granted and released, if any
 such there be, as is or are or shall be assigned,
 IN TRUST for the said (*vendee*) his heirs and as-
 signs, to the intent the same term and terms, if any
 such there be, may wait upon and attend the in-
 heritance in reversion immediately expectant
 thereon, of and in the said premises mentioned to
 be hereby granted, in order to protect the same
 from all mesne incumbrances, if any such there
 be.) **AND ALSO**, except one gable rent or other
 rent of three-halfpence yearly issuing out of the
 same premises or some part thereof, and payable
 to the sheriffs of the city of for the time
 being, or to some other person or persons. **AND** *And for further
ASSURANCE.*
MOREOVER, that the said (*vendor*) his heirs and
 assigns, and all and every other person and per-
 sons whomsoever having or lawfully claiming, or
 who shall or may hereafter have or lawfully claim
 any estate right, title, trust, or interest, of, in,
 to, or out of the said premises mentioned to be

* See Postscript to Mr. F.'s opinion, p. 409, 410.

CONVEY-
ANCE.

*Of Freehold and
Leasehold Pro-
misses, with Op-
inions.*

hereby granted and released or any part thereof; by, from, or under him; (except as is hereinafter excepted), shall and will from time to time and at all times hereafter; at the reasonable request, costs and charges in the law of the said (vendee) his heirs or assigns, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further, better, and more effectual securing and conveying the said premises mentioned to be hereby granted and released as aforesaid or any part thereof, unto and to the use of the said (vendee) his heirs and assigns for ever, BE the same by fine or fines, common recovery or recoveries, or any other matter of record or otherwise howsoever, as by the said (vendee) his heirs and assigns or their counsel learned in the law, shall be reasonably advised or required, so as such further assurances contain in them no further or other covenants or warranty than against the person or persons who shall be required to make and execute the same, and against her and their own heirs acts and deeds respectively, and so as no person be compelled or compellable to travel or go from the usual place of his or her abode for the making or doing thereof. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, he the said (vendor) HATH granted, bargained, sold, assigned, transferred, and set over, AND by these presents DOth grant, bargain, sell, assign, transfer and set over unto the said (vendee) his execu-

Assignment.

tors, administrators and assigns, ^{AND} the said yard, &c. comprised in the said, &c. and therein mentioned to have been demised by, &c. &c. &c. and afterwards assigned by, &c. to the said (*vend*-*or*) as aforesaid, with the appurtenances, AND ALL the estate right, title, interest, term of years yet to come and unexpired, property, claim, and demand whatsoever, both at law and in equity of him the said (*vend*-*or*) of, in, to, or out of the said last mentioned premises, or any part thereof, TO HAVE AND TO HOLD the said yard, &c. mentioned to be hereby assigned with the appurtenances unto the said (*vendee*) his executors, administrators and assigns, for and during all the rest and residue yet to come and unexpired of the said term of years, at and under the said yearly rent of one pepper-corn only if demanded. AND the said (*vend*-*or*) for himself, his heirs, executors and administrators, doth covenant, promise, and agree to and with the said (*vendee*) his executors, administrators and assigns in the manner following, that is to say, that he the said (*vend*-*or*) hath not at any time heretofore made, done or committed, or wittingly or willingly suffered any act, matter, or thing, whereby or by means whereof the said premises mentioned to be hereby assigned, or any part thereof, are, is, shall, or may be impeached or incumbered, in estate, title, charge, or otherwise howsoever. AND ALSO, that he the said (*vend*-*or*) his heirs, executors and administrators shall and will from time to time and at all times hereafter save, keep harmless and indemnified the said (*vendee*) his executors, administrators and assigns, of and from the payment of the said yearly rent or sum of reserved and made payable by the said

CONVEY-
ANCE.*Of Freehold and
Leasehold Premises, with Opinions.**Habendum for
residue of
term.**Covenant that
leaseholds re-
free from in-
cumbrances;**and shall be dis-
charged of
rent.*

CONVEY-
ANCE.

*Of Freehold and
Leasehold Pro-
perties, with Opinions.*

before in part recited, &c. and all arrears thereof, and every part thereof, and all costs, charges, damages and expences which the said (*vendee*) his executors, administrators, or assigns shall or may sustain or be put unto on account thereof. IN WITNESS, &c.

(Receipt to be indorsed.)

RECEIVED on the day and in the year first within written from the within-named (*vendee*) the within-mentioned sum of which with the sum of within-mentioned to be paid to the within-named (*creditor*) is in full for the consideration money within-mentioned, I say, received as aforesaid by me.

Opinions.

I have procured this draft and another draft sent herewith on behalf of (*vendor*); and with respect to (*creditor*) being a party to the deed I am of opinion that he has no estate whatsoever in him.—Nothing could pass by the letter of attorney but a bare naked power for (*creditor*) to sell or lease the premises not coupled with any interest at all, and the power is only to be used in (*vendor's*) name; and therefore no occasion for (*creditor*) to be a party, but only to sign (*vendor's*) name for him, and deliver up the letter of attorney.---Yet, as that may easily be lost or mislaid, I should think it more advisable to send over the deeds of lease and release to be executed by (*vendor*) himself, in the presence of a notary public or some chief magistrate. With respect to the objections made to this draft, I think those may be easily answered.—As to the costs of the copies of the deeds which belong to other estates, the agreement made for the purchase is silent there-

in; and I believe the constant practice is, that the purchaser pays for all copies of deeds, unless it is particularly declared to the contrary.—I can see no reason for (*vendor*) to enter into a general warranty or into general covenants, because (*vendee*) will have the same benefit of a warranty under the deed of purchase which (*vendor*) himself made, and are by that deed bound to a general warranty, which will extend not only to (*vendor*) and his heirs, but also to his assigns, and so *in finitum*, *Co. Litt.* 384.; but if (*vendee*) does insist upon such general warranty or general covenants being entered into by (*vendor*), then (*vendor*) will have a right to, and must retain the title deeds; *Co. Litt.* 6. 1 *Co. Rep.* 1.—With respect to an indemnity against the rent of payable from Mrs. estate—Mrs. by her lease covenants to indemnify Mrs. , her executors, administrators and assigns; and as she died in good circumstances, I thought it needless then for Mrs. to enter into any covenants at all as I now do, for (*vendee*) will have the benefit of that covenant.—I think it will be better for (*vendee*) that no notice should be taken of any of the crown rents, for (*vendee*) will have the benefit of that covenant from for that purpose, and no rents have ever been paid to the crown as I am informed.—It is probable it was at first only introduced *ex abundante cautela*, to preserve the right of the crown; but as no rents have been paid, it will be presumed none is due, and the sooner they are omitted the better it will be hereafter for the subsequent vendor.

CONVEY-
ANCES.

Opinions.

I concur with Mr. H. as to the execution of the purchase deeds to (*vendee*) by (*vendor*) only; and take no notice of (*creditor*) or the letter of attorney; but, with regard to his answers to my other objections, I am so unhappy, as to differ from him in my sentiments, and can see no reason to retract any part of my former opinion. All the title ends ought certainly to be delivered to the purchaser, notwithstanding any covenants (*vendor*) may be required to enter into, to corroborate the title.

D.

If (*vendor*) is to enter into a general warranty and other general covenants, I cannot advise him to deliver up the title deeds, and in point of law he is undoubtedly entitled to them; but I would advise (*vendor*) either to enter into a general warranty, and retain the deeds in his own hands, or to covenant particularly that the premises are free from all incumbrances done by him, and then deliver up the deeds, which ever will be most agreeable to (*vendee*); and if neither of these can be complied with, I advise (*vendor*) to let (*vendee*) off the bargain.

II.

I have perused the abstract of (*vendor's*) title left herewith, and conceive that by indentures of lease and release, of which release the above is the draft, he may convey a safe title to the inheritance in fee simple of the freehold premises herein comprised to (*vendee*), subject to the several terms of years vested in (*vendor*) and (*creditor*), which terms must be severally assigned to different trustees to (*vendee*), and also to attend

the inheritance and also subject to the gabel rent.—And I also conceive that a good title is derived to him as to the leasehold premises for the remainder of the term of years, subject nevertheless to the said rent of reserved by the original lease, which comprise other hereditaments no doubt charged with and sufficient to answer this rent. And I have also perused and approved this draft, as altered by me, conceiving that whenever a vendor produces his title to the purchaser's counsel, such purchaser must accept or show some reasonable and legal objection for rejecting it:—if the latter is not made apparent no court either of law or equity will compel such vendor to enter into a general warranty, or into any covenants which imply a warranty, further than his own acts or the acts of his ancestors who may have been the purchasers; and as (*vendee*) will be entitled to the full benefit of all the covenants of, &c. I conceive that (*vendee*) may rely upon them only. As to the deeds being sent over and executed by (*vendor*) himself, I entirely approve of it, and advise the attestation to be by a public notary and captain of the vessel by whom they are sent. As this is the first opportunity which I have had of bearing testimony to the integrity of Mr. H. for which I have the highest veneration, and to his abilities in his profession, to which I shall always pay great deference, I think myself happy to have his concurrence in all material points relating to this transaction.

CONVEY-
ANCE.

Opinion.

F.

P. S. As it must be observed, I have altered this draft so as to avoid making mention of the

CONVEY-
ANCE.

Opinions.

draft to Mr. or of the other term in Mr.

. My reason is, that it has been very properly objected to by many gentlemen who go the circuit and attend *nisi prius* bars, as a great absurdity to shew on the face of a conveyance of the freehold and inheritance of any hereditaments that there is a legal estate standing out, by which many plaintiffs in ejectment have been nonsuited ; I therefore, many years since, adopted this general method of excepting terms which is now the known practice of the most eminent conveyancers.

F.

CASE.

No. LIX.

*As to Extent of
Covenant from
Vendor to
Vendee.*

*Case, with the Opinions of two very eminent
Conveyancers (who have retired from Prac-
tice,) as to what ought to be the Extent of
Covenants for the Title of Land, where
Vendor and Vendee do not enter into any
Special Agreement to regulate the Matter.*

A. having two sons, and being seised in fee of a messuage and garden, and also of a farm consisting of a messuage and sixty acres of land, and entitled unto two houses for the remainder of two terms of ninety-nine years, dies; devising the messuage and garden to his second son in fee, and bequeathing one of the leasehold houses to his eldest son absolutely,

Appoints his second son executor.

The messuage and garden have been in A.'s family nearly a century, having descended to him through several ancestors.

The farm descended to the eldest son, and was purchased by A. of the assignees of a bankrupt, except two acres of land in one of the fields which were bought by A.'s great grandfather, and which came to A. by descent from the purchaser, through the intermediate ancestors; but the precise situation of these two acres cannot be exactly ascertained.

The lease of the messuage given to the eldest son was granted to A.

The lease vested in the executor came to A. from the original lessee by several mesne assignments.

A. owed at the time of his decease debts to the

CASE

*As to Extent of
Covenants from
Vendor to
Vendee.*

amount of about one-third of the value of the leasehold estate vested in the executor.

The eldest son has contracted with B. for the sale of the farm, with C. for the sale of the leasehold house; and the second son has contracted with D. for the sale of the messuage and garden, and with E. for the leasehold house vested in him.

Your opinion is desired on the part of the several purchasers, what covenants they can require in their respective conveyances, the conveyance of the fee-simple estate being made by lease and release; and also how qualified or general they ought to be, and how those in the release of the farm ought to be framed. And you are requested to give your reasons at large, particularly as there have been some doubts upon the subject.

Opinion of
Mr. H.;

It will be difficult to find authorities in our printed books for deciding the question, what ought to be the extent of covenants for the title to land where the vendor and vendee do not enter into any special agreement to regulate the matter: and I conceive that the question chiefly depends on the practice among conveyancers.

My own impression on the general rule is, that when the vendor was himself the buyer of the land, he is not bound to covenant further than his own acts and deeds; but that where he derives the estate from one or more of his ancestors, he ought to covenant against the acts and deeds of them as well as of himself. It seems to me also, that there is a propriety in this general rule, for I conceive it to be founded on a presumption that

the first purchaser in each family into which the estate has passed was guarded by a like covenant from the person of whom he bought, and consequently that the link of the covenants for the title will be complete without extending the engagements of the last vendor beyond himself, or himself and family, as the case may be: therefore, in the present case, I think that the covenants for the title to the messuage and garden given to the second son ought to extend to the acts of himself and ancestors; that the covenants for the title to the two acres descended to the eldest son should be expressed in like manner; and that the covenants for the lease given to the eldest son should include the acts of himself and his father, the first purchaser. With respect to the remaining cases which are proposed, they are particular.—In the case of the farms descended to the eldest son, and purchased by his father from the assignees of a bankrupt, most probably there were not any covenants for the title from the assignees, further than they had done no act to incumber; consequently a covenant from the eldest son against himself and his father may leave a chasm in respect of the covenants heretofore entered into for the title; but notwithstanding this, I think that the covenant to the new purchaser ought not to be carried further than himself and his father; because I apprehend that where a purchase is made from trustees—and there is no person so beneficially interested as to make it reasonable that he should be singled out to engage for the title, it must rest on its own intrinsic goodness, except so far as a covenant by the trustees, that they have done no act to incumber may

CASE.

*As to Extent of
Covenants from
Vendor to
Purchaser.*

CASE.

*As to Extent of
Covenants from
Vendor to
Vendee.*

operate, it not being usual to have from a trustee even so much as a covenant for further assurance;—and this leads to the disposal of the said only case proposed, namely, that of the lease which is vested in the second son as executor; for if he is interested merely in that character, I think that he ought not to be called upon to covenant more extensively than other trustees. I have only to add, that I am aware of *Lord Hardwicke* having formerly questioned in some degree the general rule, which I consider as established by the usual practice of conveyancers; his lordship not seeming to have approved of extending the covenants for the title in the case of a family estate further than the acts of the vendor and his immediate ancestors.

II.

Opinion of
Mr. A.

How qualified or general covenants for the title ought to be, must depend on the particular cases of the title to which they are to be applied, and therefore it would be difficult if not impossible to lay down rules in practice to meet every case, though the following ones (if I am right in my opinion respecting them) will, when applied to the different subjects before one, shew my reasons for thinking what covenants the purchasers have a right to require in their respective assurances.

- 1st. Whenever the vendor was himself the purchaser, then the purchaser from such vendor can require the vendor's covenants for title, possession, and further assurance to extend no further than his own acts.

2d. If a vendor claims by descent or under a will, then he must covenant against the acts of his ancestors or testator ; and if such testator had claimed by descent or will, then the covenants might be required to extend to the acts of all persons under whom such testator derived his title.

CASE.

*As to Extent of
Covenants from
Vendor to
Vendee.*

3d. A mere executor not beneficially interested cannot be required to covenant against his testator's acts.

With respect to the term, supposing A. in his life-time had sold these premises, then, I apprehend, he could not be required to covenant against the bankrupt's acts or those of his assignees, but only against his own acts and the acts of his father, in respect of the premises purchased of such assignees, and against his own acts and those of his ancestors, in respect of the two acres which he took by descent ; (that is to say) his covenants might have been required generally against his own acts and those of his ancestors, without any reference to the two acres or the rest of the premises ; and therefore I am of opinion that his eldest son can only be required to covenant against his own acts and those of his ancestors in respect of the farm.

And, with respect to the leasehold house sold by such eldest son to C., he should covenant against his own acts and the acts of his father the testator, who, I suppose, was the lessee.

The second son, as executor, will, of course, be a party to the assignment of the leasehold house, and must enter into the usual covenant, that he has done no act to incumber.

CASE.

*As to Extent of
Covenants from
Vender to
Vendee.*

As to the messuage and garden sold by the second son to D—he, such second son is to covenant against his own acts and those of his ancestors.

With respect to the leasehold house which should seem to have vested in the second son merely as executor, he can only be required to covenant against his own acts and as far as he is beneficially interested, that is to say, as to two-thirds against his own acts and those of his father : but if he had money from the testator sufficient to discharge his debts, then as to the entirety of the leasehold house,

A.

ASSIGN-
MENT.

No. LX.

*Assignment and Conveyance of two Mortgages
and Premises in Trust for a Gentleman who
had purchased part of the Premises of Mort-
gagor.*

*Of two
Mortgages in
Trust*

AND WHEREAS not only all interest due for
the said principal sum of secured to be
paid to the said (*first mortgagee*) as hereinbo-
fore is mentioned, hath been fully paid and satis-
fied by the said (*mortgagor*) to the day of the
date hereof, but the sum of , part of the
said principal sum of , hath also been
paid to the said (*first mortgagee*) by him the
said (*mortgagor*), so that only the sum of
now remains due to the said (*first mortgagee*) upon
the security or securities made to him as aforesaid
and no more, and which he the said (*first mortga-
gee*) doth hereby acknowledge AND WHEREAS
also all the interest of the said principal sum of
 secured to be paid to the said (*second
mortgagee*) as aforesaid, hath been fully paid and
satisfied to him the said (*mortgagor*) to the
day of the date hereof, so that only the said prin-
cipal sum of now remains due to the said
(*second mortgagee*) upon the said securities made
to him as aforesaid and no more, which he the
said (*second mortgagee*) doth hereby acknow-
ledge. AND WHEREAS the said (*purchaser*) is in
treaty with the said (*mortgagee*) for the absolute
purchase of the fee-simple and inheritance among
other things of the said several hereditaments in
the said county of comprised in the
said recited mortgages, and the said (*mortgagor*)

Recites that
interest has
been paid and
part of principal
paid on first
mortgage.

All interest
paid on the
other mortgage

A treaty for
purchase of
part of pre-
mises, and for
loan of monies
to discharge
said incum-
brances.

ASSIGN-
MENT.

Of two
Mortgages in
Trill.

Consideration.

hath applied to the said (*purchaser*) to advance and lend the said principal sum of *£1000* and *£1000* to due and owing to the said (*first and second mortgagees*) respectively, on the before-mentioned securities, and to take assignments from them the said (*mortgagees*) respectively of their said several mortgage debts, and of the said several securities made to or vested in them for securing the re-payment of the said several sums in such manner as hereinafter is mentioned, and the said (*purchaser*) is desirous to take such assignments in the name of the said (*a trustee*) whom he hath requested to stand and be a trustee for him in that behalf; and the said (*trustee*) is consenting thereto. Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of *£1000* to the said (*first mortgagee*) in hand well and truly paid by the said *at the request and by the direction and for the proper debt of the said (mortgagor) testified by his being a party to and his executing these presents, being in full discharge of all principal and interest money due and owing from the said (an ancestor of mortgagee) deceased, to the said (first mortgagee) upon the said recited securities made to him as aforesaid, or from the said (mortgagor) on account thereof, or otherwise howsoever, the receipt whereof, and payment whereof accordingly, HE the said (first mortgagee) doth hereby acknowledge, and thereof, and of every part thereof, DONE acquit, release, and discharge the said (purchaser) his heirs, executors, administrators, and assigns, and every of them, for ever by these presents; and also for and in consideration of the sum of ten shillings a piece to the said (*first**

(mortgagee) and (mortgagor) paid, by the said (trustee) at or before the sealing and delivering of these presents, the receipts, whereof, are hereby acknowledged, He the said (first mortgagee) at the request and by the direction and appointment of the said (mortgagor) testified as aforesaid, HATH bargained, sold, assigned, transferred, assigned, and made over, and by these presents DOTH, at the nomination of the (purchaser), and with the privity of the said (second mortgagee), bargain, sell, assign, transfer, cede, and make over unto the said (trustee) his executors, administrators, and assigns, ALL that the said principal sum of so now remaining due to the said (first mortgagee) upon and by force and virtue of the said hereinbefore recited mortgages, indentures, and securities, or by any other ways, or means whatsoever, and all and every sum and sums of money hereafter to grow or become due for or in respect of the interest thereof, together with the said indentures, mortgages, and securities, and all deeds, evidences, and writings touching the same, and all the right, title, interest, property, claim, and demand whatsoever of the said (first mortgagee) of, in, or to the said principal sum and premises, and every or any part thereof, To HAVE, HOLD, receive, perceive, take, and enjoy the said principal sum, and the growing interest thereof, and all other the premises hereby assigned unto the said (trustee) his executors, administrators, and assigns, as and for his and their own proper monies, good and chattles for evermore, but in trust for the said (purchaser), his executors or administrators, And the said (first mortgagee) for himself, his executors and

ASSIGNMENT

Of the
Mortgage, &c.
Trust.

Assignment

of the money.

*Habe idem absolutely

Usual power of attorney.

ASSIGN-
MENT.

Of two
Mortgages in
Trust.

Conveyance.

administrators, doth hereby constitute and appoint the said his true and lawful attorney for him the said , and in his name to ask, demand, sue for, recover, and receive of and from the said (*mortgagor*) and such other person or persons as shall be bound or liable by law or otherwise to pay the same, all and every the sum and sums of money hereby assigned by the said , and every part thereof, with full power to give and sign proper receipts and acquittances for the same, and generally to do and perform all other matters and things needful or requisite in or about the premises, nevertheless in trust for the said his executors, administrators, and assigns. [*The like assignment from second mortgagee as to his claim.*] AND TO THE INTENT that the said manor, lands, and hereditaments which are hereinbefore mentioned to have been made a security to the said (*mortgagees*) respectively, for securing the re-payment of the said two several principal sums of and . hereinbefore mentioned to be hereby assigned to the said (*trustee*) his heirs and assigns, in trust for the said (*purchaser*) with the growing interest thereof may be effectually vested in the said (*trustee*) his heirs and assigns, in trust for the said (*purchaser*) his executors, administrators, and assigns, in order to secure to him and them the re-payment of the said principal sums and interest. THIS INDENTURE ALSO WITNESSETH, that for the considerations aforesaid, and for and in consideration of the sum of ten shillings a piece to the said (*mortgagees*) in hand paid by the said (*trustees*) before the sealing and delivering of these presents,

THEY the said (*mortgagees*) at the nomination and by the appointment of the said (*purchaser*) testified by his being a party to and his sealing and delivering these presents, HAVE, and each of them HATH bargained, sold, aliened, released, and confirmed, and by these presents DO, and each of them DOth, grant, bargain, sell, alien, release, and confirm; and the said (*mortgagor*) for the considerations aforesaid, doth hereby grant, release, ratify, and confirm unto the said (*trustee*) (in his actual possession now being, by virtue of a bargain and sale to him thereof for the consideration of five shillings made by the said (*mortgagees*) and (*mortgagor*) by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture, and by force of the statute for transferring uses into possession) and his heirs and assigns, ALL and every the manors, messuages, lands, tythes, tenements, woods, coppices, and hereditaments in the said county of _____, which in or by the several indentures hereinbefore recited, or by any of them, or by any other assurances, ways, or means, were, by the said (*mortgagee or his ancestor*), or either of them, at any time or times heretofore granted, released, conveyed, or assured to, or to the use, or in trust for the said (*first mortgagee*) for the securing to him or for his benefit, any such sum or sums as is or are hereinbefore mentioned, or any other sum or sums of money with the interest thereof, and all and every the manors, messuages, lands, tenements, and hereditaments, the equity of redemption whereof hath by the here-

 ASSIGN-
MENT.

*Of two
Mortgages in
Trust.*

*of the heredita-
ments mort-
gaged.*

ASSIGN-
MENT.

Of two
Mortgages in
Tract.

Habendum to
trustee in fee.

Subject to sub-
stisting equity.

Cust. cov-
nants.

inbefore recited indentures of, &c. or by any other assurance, ways or means been granted, released, or assured by the said (*mortgagor*) to, or to the use of the said (*second mortgagee*) his heirs and assigns, for the securing to the said, his executors, administrators, and assigns, the due payment of the said sum of and interest, or any other sum of money, with their and every of their rights, members, and appurtenances, and the reversion, &c. and all the estate, &c. TO HAVE AND TO HOLD the said manors, &c. hercinbefore mentioned to be hereby granted and released by the said (*mortgagees*) and (*mortgagor*) or any of them, to the said (*trustee*) unto the said (*trustee*) his heirs and assigns, TO THE USE AND BEHOOF of the said (*trustee*) his heirs and assigns for ever, in trust nevertheless for the said (*purchaser*) his heirs, executors, administrators, and assigns, subject to such equity of redemption for the benefit of the said (*mortgagor*) his heirs and assigns, on his or their re-payment to the said (*purchaser*) his executors, administrators, or assigns, of the two said several principal sums of and , with the interest from thenceforth to grow due for the same, as is now subsisting of or concerning the said premises, or as the premises are now liable unto. COVENANTS from (*first mortgagee*) with the trustee, that the full sum of remainder due on such of the said several recited securities as had thereinbefore been mentioned to have been made to, or to the uses, or in trust as aforesaid, and to the several other persons under whom his lordship claimed as aforesaid, and was then justly due and owing to him upon the aforesaid securities; AND further, that

the same or any part thereof had not been received, released, discharged, or assigned or incumbered; And also that his lordship had good right, &c. to assign and transfer the same, and every part thereof unto the said (trustee) his executors, administrators, and assigns, in trust for the said his executors, administrators, and assigns, in manner thereinbefore mentioned; And furthermore, that (*first mortgagee*) had done no act to incumber the estates. [*Add similar Covenants from second mortgagee as to his claim.*]

ASSIGN-
MENT.

*Of two
Mortgages in
Trust.*

RECOVERY,
 &c.

*Conveyance by
 Tenant in Tail
 of an alternate
 Presentation to
 a Living.*

RECOVERY AND BARGAIN AND SALE INROLLED.

No. LXI.

*Minutes of a Conveyance by Tenant in Tail of an
 alternate Presentation to a Living.*

BY A WRIT OF PARTITION, (which see in *Cliff's Entries*, 552.) the sheriff delivered, allotted, and assigned, presentationem idoneæ personæ ad ecclesiam prædictam modo sequenti, viz. in secunda vice et turno, cum ecclesia prædicta in proxima secunda vice et turno vacare contigerit. Et post eandem secundam presentationem tunc qualibet altera vice et turno ecclesiæ prædictæ vacantis imperpetuum præfat. Martino et Dorothee in brevi predicto nominatis tenendis et heredibus ipsius Dorothee in separalitate.

Also he delivered, allotted, and assigned, "presentationem secundam personæ ad ecclesiam prædictam inodo sequenti, viz. in prima vice et turno cum ecclesiæ prædicta proxime vacare contigerit. Et post eandem primam presentationem tunc qualibet altera vice et turno ecclesiæ prædictæ vacantis imperpetuum præfatis Carolo et Clementie in predicto brevi nominatis tenendis et heredibus ipsius Clementie in separalitate."

Then follows the third division.

A recovery was afterwards to be suffered by a tenant in tail of the alternate presentation assigned to Clementia, as one of her heirs who had sold the same. A very eminent conveyancer, lately deceased, advised that the tenant in tail should

suffer a recovery of the whole advowson, by writ of right of advowson, which writ he learned from the Cursitor's Office, was frequently used for suffering recoveries of advowsons (1).

RECOVERY,
 &c.
 —
*Conveyance by
 Tenant in Tail,
 of an alternate
 Presentation to
 a Living*

The use of the recovery was declared to the tenant in tail in fee.

A day or two afterwards, the tenant in tail conveyed by way of bargain and sale inrolled to the purchaser and his heirs ; “ The presentation “ of a fit person to the rectory and parish church “ of in the county of , in the “ manner following, (that is to say) *Upon the “ first turn when the said church shall next hap- “ pen to become vacant, and after such first pre- “ sentation then upon every alternate turn of the “ said church when it shall happen to become “ vacant for ever.—And all privileges, rights, “ and appurtenances whatsoever to such presen- “ tation belonging, or in any wise appertaining ; “ and the reversion and reversions, remainder “ and remainders of and in the same presenta- “ tion, and all the estate, right, title, interest, “ claim, and demand whatsoever of him the said “ tenant in tail, of, in, to, or out of the perpetual “ donation, free disposition, right of patronage “ and presentation in and to the said rectory and “ parish church.”*

(1) Another way is to do it by writ of entry, sur disseisin en le post, of an acre of land and the advowson (the acre being fictitious.)

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
special Trusts.*

CONVEYANCE.

No. LXII.

Conveyance by a Purchaser under an Execution of Estates to the Use of himself and two others upon special Trusts, for the Benefit of the Judgment Creditors of the Debtor, and other Claimants on Debtor and his Estates, providing an Allowance to the Debtor. (1)

Reciting a settlement on the marriage.

THIS INDENTURE, made, &c. BETWEEN (re-
lessor or purchaser) of the one part; and (reles-
see) of the other part. WHEREAS, by indentures
of lease and release, bearing date respectively on
or about the and days of which
was in the year of our Lord , the release
being quadsupartite, and made between (settler)
of the first part; (his intended wife) of the se-
cond part; (certain trustees) of the third part;
and (certain other trustees) of the fourth part;
purporting to be a settlement made previous to
the marriage then intended, and which was after-
wards had and solemnized by and between the
said (parties of the first and second part) HE the
said (settler) did for the considerations therein
mentioned, grant, bargain, sell, alien, release,
and confirm unto the said (therein first mentioned
trustees) and to their heirs, all those his the said
(settler's) two several plantations and sugar works
in the island of in , the one of

(1) The debtor was not made a party to this arrangement, he being absent, and having become lunatic since the making of the incumbrances through which the estates were purchased.

them being situate and lying in the parish of
in the island of and containing

CONVEY-
ANCE.

by estimation acres or thereabouts (be the
same more or less); and the other of his said two
plantations being situate and lying in the parish
of in the said island of

*By a Purchaser
under an
Execution upon
Special Trusts.*

and containing by estimation acres or
thereabouts, (be the same more or less). AND

ALSO ALL and singular the messuages, houses,
boiling houses, curing houses, still houses, and
all other premises, with the appurtenances what-
soever to the said two several plantations or sugar
works belonging or in anywise appertaining; and
all and singular the lands, grounds, seedings, en-
closures, woods, underwoods, ways, waters,
watercourses, fishings, and fishing places, washes,
commons, common of pasture, profits, commo-
dities, emoluments, advantages, easements, he-
reditaments and appurtenances whatsoever to the
said two plantations or sugar works belonging or
in anywise appertaining, or to or with the same
or any part thereof, usually held, occupied, or
enjoyed, or accepted, reputed, taken or known as
part, parcel, or member thereof, or any part
thereof. AND ALSO ALL and every other the plan-
tations, lands, tenements, and hereditaments si-
tuate in the said several parishes of

and or elsewhere in the said island
of whereof or wherein the said (*set-
tler*) was seised of any estate of freehold or inher-
ritance whatsoever, with all and every of their
appurtenances; To HOLD the same unto the said
(*first mentioned trustees*) their heirs and assigns,
to the uses therein and hereinafter mentioned.
And the said (*settler*) for the further considera-

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
special Trust.*

tions therein mentioned, did grant, bargain, sell, assign, transfer, and set over unto the said (*first mentioned trustees*) their executors, administrators and assigns, all and every the mills, coppers, stills, potts, tubbs, and other plantation implements and utensils of him the said (*settler*) then being in or upon, or used with or for the said two several plantations or sugar works, lands, tenements, hereditaments and premises thereby released by him the said (*settler*) then being in or upon, or used with or for the said two several plantations or sugar works, lands, tenements, hereditaments and premises thereby released by him the said (*settler*) or any part thereof, and not affixed to the freehold thereof; and also all wains, carts, carriages, working tools, and other utensils of him the said (*settler*) and then being in, upon, about, or belonging to the said two several plantations and premises or any part thereof, with their and every of their appurtenances, and also all and every the negroes and other slaves of him the said (*settler*); and to the said two several plantations or sugar works called or any part thereof belonging or therewith used or enjoyed, together with their and every of their present and future offspring and increase; AND ALL and every the horses, mules, steers, and other working cattle, and all and every the cows, sheep, hogs, and other stock of him the said (*settler*) then being in, upon, or about the said two several plantations or sugar works and premises, or elsewhere in the island of ; and also all and every other goods and chattels, effects, and personal estate of him the said (*settler*) or in or to which he or any other person in trust for

him, had any estate or interest whatsoever in the said island of _____ or elsewhere in America ;

To hold, receive, take, and enjoy the same unto them the said (*first mentioned trustees*) their executors, administrators and assigns for ever,

UPON TRUST from and immediately after the solemnization of the said then intended marriage, to permit all and every the said premises lastly mentioned to be thereby bargained and sold, to remain and continue upon, and to be employed, exercised, and made use of as occasion might require for the service and working of the said plantations or sugar works, lands, hereditaments and premises thereinbefore released by the said (*settler*) as aforesaid, and to go together therewith to such person and persons as should from time to time be respectively entitled to the said plantations or sugar works, lands, hereditaments and premises aforesaid, in the same manner as if such chattels were affixed to the freehold thereof. AND ALSO for and concerning the said plantations or sugar works, lands, tenements, hereditaments and premises thereinbefore granted and released by the said (*settler*) as aforesaid. It was thereby declared, that they the said (*first mentioned trustees*) their heirs and assigns, should from and immediately after the solemnization of the then intended marriage stand seized thereof, UPON the trusts, uses, intents and purposes thereafter declared, (that is to say) to the use of the said (*the other trustees*) their executors, administrators and assigns, for a term of _____ years, if they the said (*settler*) and (*intended wife*) should both of them so long live, upon certain trusts therein mentioned, and which are since deter-

CONVEY-
ANCE.By a Purchaser
under an
Execution upon
Special Trusts.

CONVEY-
ANCE.

By a Purchaser
under an
Execution upon
special Trusts.

mined; with remainder to the use of the said (settler) and his assigns for life, with remainder To THE USE of the said (first mentioned trustees) and their heirs, IN TRUST to preserve contingent remainders, with remainder to the use of the said (the other trustees) their executors, administrators and assigns for a term of years, upon certain other trusts therein mentioned, and which are also since determined. AND as to the said plantation or sugar works, lands, tenements, hereditaments, and all and singular other the premises thereinbefore granted and released by the said (settler) with their appurtenances, from and after the determination of the said term of years, To THE USE of the said (first mentioned trustees) their executors and administrators, for a term of years, UPON TRUST for the raising the sum of for the portions of the younger children of the said marriage by the ways and means therein mentioned, with remainder TO THE USE of the said (settler) his heirs and assigns for ever; and in which said indenture of settlement is contained a proviso enabling the said (settler) party thereto, to charge all or any of the said plantations, messuages, lands, tenements, hereditaments and premises thereinbefore mentioned to be by him granted, released, and conveyed to or with the payment of any sum or sums of money not exceeding in the whole the sum of pounds, to or in favor of any person or persons whomsoever. AND WHEREAS the said (settler) did duly make and publish his last will and testament in writing, bearing date on or about the day of which was in the year of our Lord and

Settler's will.

executed and attested as the law requires for rendering valid devises of real estates, and did thereby after reciting the said indenture of the day of _____, so far as respected the powers thereby reserved to him for charging the said plantations with the sum of _____ and that he had in part executed the said power, charging the said plantations with the sum of _____ as a portion for ~~(his sister)~~ on her marriage; he did in further execution of the said power by that his writing testamentary charge the said two plantations and each of them, and all the hereditaments and appurtenances thereto belonging, with the further sum of _____ residue of the said _____; and he thereby directed that the said _____ should as soon as might be after his decease, be raised by sale or mortgage of all or any part of the said two plantations, and that as to _____ part thereof, the same should be placed out on government or real securities in the name of trustees, IN TRUST to permit (*cher amie*) then of _____ and now deceased, to receive the dividends, interest, and produce thereof during her life; and after her death UPON TRUST to divide and pay the said _____ unto and amongst such illegitimate children as he the said testator should have had by her, if more than one, share and share alike; AND in case there should be only one such child, then to pay the whole _____ to such only child; the shares of such illegitimate children as should be sons to be paid at their ages of twenty-one years, and the shares of such of them as should be daughters, at their ages of twenty-one years, or days of marriage; and in

CONVEY-
ANCE.By a Purchaser
under an
Execution upon
special Writ.

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
spolius Trusts.*

case any such children should die before his, her, or their share of the said should become payable, then the share of him, her, or them so dying should go to and amongst the survivors and survivor of them equally share and share alike, if more than one, and if but one such child, then to such only child, and to be paid when the original share or shares of such surviving child or children should become payable as aforesaid, with the further disposition thereof, in case all the said children should die before their shares of the said residue of the said should become payable; and as to the remaining residue of the said the said testator gave and bequeathed the same, together with interest for the same, from the time of his death, at 5 per centum per annum, until the same should be paid unto and amongst all such illegitimate children which he might have had by the said (*lady*) as should be living at the time of his decease, if more than one, share and share alike; and, if there should be only one such child, then to such only child; the shares of sons to be paid at the age of twenty-one years, and the shares of daughters at twenty-years, or marriage, which ever should first happen; and in case any such children should die before his, her, or their share of the said should become payable as aforesaid, then the share or shares of him or them so dying should go to and amongst the survivor or survivors of them equally if more than one, and if only one, then to such only surviving child, and to be paid when the original shares of such surviving children should become payable as aforesaid. AND the said testator did

in and by his said will (after executing the power vested in him in and by the above recited marriage settlement of charging the several premises therein mentioned to have been by him granted, released, and confirmed as aforesaid, to and with the payment of the said sum of) give and devise the said two plantations called
 and also all and singular the messuages, houses, boiling houses, curing houses, still houses, and all and every the appurtenances unto the said two plantations belonging or in any wise appertaining; and all other his real estate wheresoever the same might be situated, lying, and being, whether in America or England (subject as therein mentioned) unto (*his eldest son*) for life, with remainder to trustees therein named, IN TRUST to preserve contingent remainders, with remainder to the first and other sons of the body of the said (*son*) in tail male, and for default of such issue he gave and devised the said plantations and the residue of his real estate unto (*the testator's younger son*) for his life, with remainder to trustees therein named to preserve contingent remainders, with remainder to the first and other sons of the body of the said (*younger son*) in tail male, with divers remainders over. AND the said (*testator*) thereby also gave, devised, and bequeathed all such parts and so much of all and every his mills, coppers, stills, tubs, wains, carts, carriages, working tools, and other plantation utensils and implements, and also all the negroes and other slaves, and their offspring and increase; AND ALSO of all and every the horses, mules, steers, and other working cattle, and also of all and every cows, sheep, hogs, and other stock whatsoever which

CONVEY-
ANCE.

*By a Power given
under an
Execution upon
special Trusts.*

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
Special Trusts.*

should at the time of his decease be in, upon, and belonging to the said plantations or either of them or any part thereof, or used or employed in and about the working thereof, or enjoyed therewith, as should not by the laws of the said island of

be considered as real estate, and pass by the aforesaid devise of the said plantations unto (*certain trustees*) their executors, administrators and assigns, UPON TRUST NEVERTHELESS to permit and suffer all such parts and so much of the said mills and coppers, stills, pots, tubbs, and other plantation utensils and implements, vains, carts, carriages, working tools, and other utensils, negroes, and slaves, and their offspring, horses, mules, steers, and other working cattle, cows, sheep, hogs, and other stock as should not by the laws of the said island be considered as real estate as aforesaid, to remain and continue upon and be employed, exercised, and made use of as occasion might require, for the service and working of the said plantations, and go together with the same to such person and persons, and for such estates and interests, and with such remainders or limitations over as are thereinbefore mentioned and declared touching the said plantations, or as near thereto as the nature of the said several things and the rules of law and equity

Death of testa-
tor, &c.

will admit of. AND WHEREAS the said testator hath since departed this life without revoking or in anywise altering the said recited will except by a codicil thereto, but which in no wise affects the before mentioned devises and bequests, leaving the said (*eldest son*) and (*the other child*) his only other child him surviving, and leaving also the said (*Indy*) (since deceased) and by her eleven

illegitimate children him surviving, that is to say, (naming the children) who have all long since attained their age of twenty-one years, and who are now entitled to the said sum of

CONVEY-
ANCE.

charged on the said plantations or estates by the said recited will of the said testator. AND WHEREAS

By a Purchaser under a Special Trust.

as the said (eldest son) also departed this life, without issue male. AND WHEREAS the said

Also of his eldest son.

(youngest son of the said testator) became entitled to receive the whole of the said sum of

That his younger son became entitled to the whole provision of younger children, and used leaving a son and heir.

directed to be raised for the portions of younger children, under and by virtue of the trusts of the term of five hundred years created by the said indenture of settlement of the

day of and is also since dead, leaving issue (a son) at present of the united kingdom of Great Britain and Ireland, his eldest son and heir at law him surviving. AND WHEREAS by certain indentures of lease and release bearing date on or about the and days of

Conveyance and re-conveyance to cut off entail.

which was in the year of our Lord , expressed to be made between the said

(grandson) of the one part, and (a person to whom he released in trust to barr jointure) of the

other part, It was WITNESSED, that for barring, docking, and extinguishing of all estates tail,

and of all remainders and reversions thereon expectant of and in the said plantations, slaves, and

other hereditaments therein particularly described, being the same hereditaments and premises as are

hereinbefore mentioned to be comprised in and settled, conveyed, and devised in and by the said

above recited indentures of settlement and will respectively, and for conveying and assuring the

same to the use of the said (relessee) and his

**CONVEY-
ANCE.**

*By a Purchaser
under an
Exception upon
Special Trusts.*

*The re-convey-
ance.*

heirs, to the intent that a re-conveyance might be thereof made to the use of the said (*grandson*) and his heirs in fee-simple, and for the considerations therein mentioned, the said (*grandson*) did grant, bargain, sell, alien, release, and confirm unto the said (*relessee*) his heirs and assigns all and every the plantations, messuages, rents, lands, slaves, live and dead stock, utensils and hereditaments therein mentioned; To HOLD such parts thereof as were freehold, with their and every of their appurtenances unto and to the use of the said (*relessee*) his heirs and assigns for ever, to the intent that the said (*relessee*) and his heirs might be seised of the said plantations, messuages, tenements, lands, slaves, stock, and hereditaments therein mentioned with the appurtenances in pure and absolute fee-simple in possession, and might be thereby qualified and enabled to re-convey and re-assure the same unto and to the use of the said (*grandson*) his heirs and assigns for ever. AND WHEREAS by certain other indentures of lease and release bearing date respectively on or about the and days of in the year of our Lord , and expressed to be made between the said (*relessee*) of the one part, and the said (*grandson*) of the other part, RECITING the said last above recited indentures of lease and release, to the effect hereinbefore recited; IT WAS WITNESSED, that in pursuance of the trust reposed in him the said (*relessee*) and for the consideration therein mentioned, the said (*relessee*) did grant, bargain, sell, alien, release, and confirm unto the said (*grandson*) his heirs and assigns all and singular the plantation, messuages, lands, tenements, negroes, slaves, live and dead

stock, utensils, and hereditaments therein and in the above recited indenture of release of the

CONVEY-
ANCE.

day of _____ particularly described, To HOLD such parts thereof as were freehold unto and to the use of the said (grandson) his

By a Purchaser
under an
Execution upon
Special Trusts.

heirs and assigns for ever; AND TO HOLD such parts thereof as were personal chattel interest unto the said (grandson) his executors, administrators and assigns. AND WHEREAS by indentures of lease and release bearing date respectively the _____ and _____ days of _____ which

A running
mortgage from
the grandson

was in the year of our Lord _____, the release being made or mentioned to be made between the said (grandson) of the one part, and (certain (mortgagees) merchants and co partners, of the other part; after reciting as is therein recited, the said (grandson) did for certain good and valuable considerations in the said indenture mentioned, and for the purposes therein expressed, convey and assure the said two plantations and estates called _____ plantations, situate in the parishes of _____ and _____ (and which are the same plantations and estates hereinbefore mentioned to be comprised in the said several recited deeds and wills unto the said (mortgagees) and their heirs by way of mortgage, for securing to them the payment of all such sum and sums of money as they the said (mortgagees) should or might lend and advance, or pay for or on account of the said (grandson) in manner and form as in the said indenture of release is particularly mentioned,) subject to a proviso or condition therein contained for redemption of the same premises as therein is particularly mentioned. AND WHEREAS the said (mortgagees) did advance, lend and pay

Mortgage debts
not at present
ascertained

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
Special Trusts.*

The grandson's
marriage set-
tlement.

Bills in chan-
cery filed in
England by the
affairs of illegi-
timate children.

to, for and on account of the said (*grandson*) a considerable sum of money, the exact amount whereof is not ascertained by the parties to these presents at the time of the executing thereof, and which said sum of money together with all and singular the mortgage premises contained in the said last recited indenture of release, have and are become vested by mesne assignment in (*a derivative mortgage*) of . AND WHEREAS by indentures of release, bearing date on or about the day of which was in the year of our Lord , and made or mentioned to be made between the said (*grandson*) of the one part, and (*certain trustees*) since deceased of the other part, purporting to be a settlement made previous to a marriage then intended, and which was afterwards had and solemnized by and between the said (*grandson*) and (*intended wife*); he the said (*grandson*) did for the considerations therein mentioned, convey and assure the said two plantations and estates hereinbefore respectively mentioned unto the said (*certain trustees*) and to their heirs, IN TRUST among other things to pay to the said (*intended wife*) and to her sole and separate use, notwithstanding her coverture, the annual sum of sterling out of the rents, issues, and profits of the said two several plantations or estates as by the said last mentioned indenture recorded in the register's office of the said island, will, on reference being thereto had, more fully and at large appear. AND WHEREAS a bill of complaint was some time since filed in his Majesty's High Court of Chancery in Great Britain by the said (*illegitimate children*) against the said (*uncle*) who was then in possession of the plantations

herein before mentioned under the limitations contained in the said hereinafter recited will, and against the said (*father of last settler*) for an account of what was due for and in respect of the two sums of _____, and the interest thereon, and that the same might be raised out of the said plantations called _____ plantations for the benefit of the plaintiffs in the said suit and the other persons interested therein particularly mentioned. AND the said defendants to the original bill appeared and put in their answer, AND the cause came on to be heard before the said Lord High Chancellor, on the _____ day of _____,

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
special Award.*

_____ , WHEN IT WAS DECLARED that the trust of the said recited will and codicil ought to be performed and carried into execution, and the same was decreed accordingly.

Decree.

AND WHEREAS the said (*illegitimate children*) some time in the year _____ exhibited their bill of complaint in the Court of Chancery in the island of _____, against the said (*father*) for the purpose of carrying into execution certain orders of the High Court of Chancery of Great Britain, made in the said original suit, and the said (*grandson*) having put in his answer to the said last mentioned bill, and the cause coming on to be heard before the Chancellor on the _____ day of _____, and it appearing that the scope of the bill of the said complainants, was to carry into execution under the orders and directions of that court, a certain order made in and by the High Court of Chancery in England in the said original cause, and bearing date the _____ day of _____, whereby it was referred to _____, the master, to whom that cause stood referred, to

A bill in the
Court of Chan-
cery of the
island for
carrying into
execution cer-
tain orders in
the above
suit.

CONVEY-
ANCE.

*By a Purchaser
under an
Execution of a
Special Trust,*

appoint a proper person or persons in the island of _____, to manage the plantations and estates, and to receive the rents, issues, and profits thereof, and to remit the same to a proper person in London, to be approved of by the said master for that purpose; who should annually account and pay what he should receive, as the said court should direct; and that (*the uncle of grandson*) then in possession of the said plantations; and his attornies, agents, and managers, overseers and other persons employed by him, should deliver up the said plantations and estates, together with the negroes, cattle, stock, utensils, and produce thereon or thereto belonging unto the said manager so to be appointed by the said master; and whereby it was further ordered that the said master should take an account of the interest due on the principal sum of _____ in the pleadings mentioned; and it was ordered, that the arrears, if any, and growing payments of the said sum of _____ should be paid by the person to whom such rents and profits and produce should be remitted out of such rents, profits, and produce, into the Bank, to the credit of the said cause, on the account of the complainants and the master's reports made in pursuance of the said order, bearing date the _____ day of _____, whereby he certified that he had approved and appointed (*a manager*) to manage the said plantations and estates in _____, and receive the rents, issues, and profits thereof; and also another report made by the said master in pursuance of the said order, and bearing date the said _____ day of _____, whereby the said master certified that he had approved and ap-

pointed (*consignee*) to be the consignees in England of the rents, issues and profits of the said plantations and estates in . . . , and that the said (*defendant*) who was then in possession of the said plantations, and claimed an estate of inheritance therein, (subject to the payment of the said sum of . . . charged thereon, might be ordered to deliver up possession of the said two several plantations called . . . , and all the negroes, cattle, stock, utensils, and produce thereon or belonging thereto to the said (*manager*) appointed by the said master in pursuance of the above-mentioned order, and that all necessary orders might be given for carrying the said order into effect; and it appeared by the answer of the said (*defendant*) that he admitted the said plantations had been charged with the payment of the said sum of . . . , in manner mentioned in the said bill, but the said (*defendant*) insisted that no interest was due or chargeable on the said sum of . . . , and the matter coming on before his Honor, in the presence of the counsel on the part of the complainants and of the said defendant, and by consent on both sides, his Honor did, with such consent, declare that the said order made in the said cause by the High Court of Chancery in England, bearing date the . . . day of . . . , and the said reports made by the said master in pursuance thereof, be carried into execution under the orders and directions of that court, and that (*the said defendant*) should deliver up the possession of the said two plantations, called . . . plantations, and all the negroes, cattle, stock, utensils, and produce thereon or belonging thereto to the said (*manager*) appointed by the

CONVEY-
ANCE.

By a Purchaser
under an
Execution upon
Special Trials.

**CONVEY-
ANCE.**

*By a Purchaser
under an
Execution upon
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said master, in pursuance of the above-mentioned order, but his Honor did order by the like consent that that decree should not be executed if the said (*defendant*) should deliver to or to the order of the said (*manager*), or ship and consign to the said (*consignee*), and in case of shipping to the said (*constgnee*) deliver up to the said annually from the date thereof until the sum of charged on the said plantations and estates, and payable to the said complainants, and all such interest as may be now payable or may hereafter be due or payable in respect thereof, should be by such means fully discharged, together with costs, if they should be given against the defendant, hogsheads of sugar, of the dimensions and quality then usually made on the said estates, the nett proceeds thereof, after the payment of freight, insurance duties, and the usual expences to be from time to time received, disposed of, and applied in the reduction and liquidation of the said , and such interest and costs in the event of their being given as aforesaid against the defendant. AND

WHEREAS the said departed from the said island some time since, having contracted or incurred debts by simple contract to a very considerable amount, and the several persons to whom he was so indebted for the recovery and security of the money due to them, entered actions and obtained judgment thereon in his Majesty's Court of King's Bench and Common Pleas of the said island, for the several sums of money set opposite to the respective names mentioned in the schedule hereunto annexed. AND WHEREAS several executions issued upon and by

That grandson had left the island, very much indebted to persons who had commenced actions and obtained judgment.

That several executions had been levied in the said plantations.

virtue of the said judgment which were levied on the said two plantations, and the said (relessor) became the purchaser at the sale thereof, and by virtue of such executions. AND WHEREAS it was expressly agreed and stipulated between the said (purchaser) and the said several judgment creditors of the said (grandson) whose names are hereinafter mentioned, that the said (purchaser) should become the purchaser of the said plantations situate in the parish of _____ in the said island of _____, commonly called _____,

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
Special Trusts.*

*Recital of
present ar-
rangement.*

_____ upon the express condition and agreement that he would execute a good and sufficient conveyance of the same premises unto trustees for the purpose of raising, by the ways and means hereinafter mentioned and expressed, a sufficient sum of money to satisfy and discharge the said several judgment debts hereinafter particularly used in the schedule hereto annexed, subject to such limitations and powers, trusts, provisos, and agreements as are hereinafter expressed, declared, created, or raised, of, to, or in respect of the same. NOW THIS INDENTURE WITNESSETH,

Consideration.

that in pursuance of the said proviso and agreement made in the purchase of the said last mentioned plantation and estate, and for the fulfilment thereof, and in consideration of the sum of ten shillings, current money of the said island to the said _____, in hand well and truly paid at or before the sealing and delivery of these presents by the said (trustees on this occasion), the receipt whereof is hereby acknowledged, HE the said _____ HAS granted, bargained, sold, aliened, released, and confirmed, and by these presents by the said (trustees) the receipt

**CONVEY-
ANCE.**

*By a Purchaser
under an
Execution upon
Special Trusts.*

Conveyance.

whereof is hereby acknowledged, HE the said (*purchaser*) HATH granted, bargained, sold, aliened, released, and confirmed, and by these presents DOTH grant, bargain, sell, alien, release, and confirm unto the said (*trustees*) their heirs, executors, administrators, and assigns respectively, ALL that plantation, piece or parcel of land, situate, lying, and being in the parish of _____ in the island of _____, commonly called _____, and all the houses, out-houses, edifices, boiling-houses, still-houses, shutturs, fabrics and buildings, mills, stills, cisterns, coppers, furnaces, worms, worm tubs, coolers, and other plantation utensils and implements, and all negroes and other slaves, and the offspring, issue, and increase of the females of such negroes and other slaves, and all horses, mules, and other cattle, and all ways, paths, and other passages, wells, aqueducts, waters, water-courses, trees, woods, underwoods, and the ground and soil thereof, liberties, privileges, profits, commodities, emoluments, advantages, hereditaments, and appurtenances whatsoever upon the said messuages or tenements, plantations, lands, hereditaments, and all and singular the premises hereby granted, bargained, and sold, or intended so to be, or any of them belonging or in anywise appertaining, or with them or any of them, or appurtenant thereto; And the reversion and reversions, remainder and remainders respectively, the yearly and other rents, issues, and profits and produce of all and singular the said messuages, tenements, plantations, lands, negroes, slaves, hereditaments, and premises hereby granted, bargained, and sold, or intended so to be; And all

the estate right, title, interest, inheritance, reversion, use, trust, property, claim, and demand whatsoever, both at law and in equity of him the said (*purchaser*), of, in, and to the same and every part thereof, together with all deeds, charters, evidences, and writings relative to the said premises, or any part thereof, **TO HAVE AND TO HOLD** so much and such part or parts of the said messuages, tenements, plantations, land, hereditaments, and all and singular other the premises hereby granted, bargained and sold, or intended so to be, as is or are freehold, or of the nature of estates of freehold and inheritance, and every part thereof, with the appurtenances thereto belonging, unto and to the use of the said (*trustees*) their heirs and assigns for ever; **AND TO HAVE AND TO HOLD** so much and such part or parts of the said premises hereby granted, bargained, and sold, or intended so to be, as is or are personal estate, or of the nature of a chattel interest, and every part thereof, with their appurtenances thereto belonging, unto the said (*trustees*) their executors, administrators, and assigns, absolutely **TO AND FOR THE USE** of the said (*purchaser and trustees*) their heirs, executors, administrators, and assigns; **BUT NEVERTHELESS** upon the several trusts, to and for the ends, intents, and purposes, and under and subject to the powers, provisoes, declarations, and agreements, hereinafter expressed and declared of and concerning the same, that is to say, **UPON TRUST**, by and out of the rents, issues, and profits, crops and produce of the said plantation and premises hereby conveyed and assigned, or meant or intended so to be, in the first place to pay the

**CONVEY-
ANCE.**

*By a Purchaser
under an
Execution upon
special Trusts.*

*Habendum as
to the freehold.*

*Also of the
personal.
Upon trust
subject to the
expenses of
trustees.*

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
special Trusts.*

Consign a por-
tion of the pro-
duce for per-
sons interested
under the
aforesaid de-
cree.

and apply the
surplus in
keeping down
the interest.

expence of preparing and executing these pre-
sents, and all other costs, charges, and expences
incident to or which may be incurred or sus-
tained in or about the execution of the trusts
herein expressed or any of them, and also all
such costs, charges, and expences, sum and sums
of money as they the said (*trustees*) and the
survivor of them, their executors and adminis-
trators, shall or may necessarily incur, sustain,
pay, expend, or be put unto, in or about the ma-
nagement, cultivation, or direction of the planta-
tion or estate, negroes, slaves, hereditaments and
appurtenances hereby released, or mentioned or
intended so to be. AND UPON FURTHER TRUST
that they the said (*trustees*) and the survivor of
them, their executors and administrators, (after
deducting and retaining all such costs, charges, and
expences, sum and sums of money as aforesaid) do
and shall from and out of the rents, issues, and
profits, crops and produce of the said hereby re-
leased plantation and premises, yearly and every
other year ship and consign to such consignee or
consignees as now is, or are, or shall or may be here-
after appointed by the High Court of Chancery
in England, hogsheads of sugar to be sold
and disposed of for the benefit of the persons in-
terested in the hereinbefore recited decree of the
Court of Chancery of the said island of
agreeable to the directions of such decree; AND
DO AND SHALL IN THE NEXT PLACE pay and apply
the same rents, issues, and profits, crops and pro-
duce of the said plantations and premises, or so
much thereof as shall be necessary in and towards
the paying and discharging the interest hereafter
to become due upon and in respect of the said

sum of _____, charged upon the said planta-
 tions or estates, by virtue of the said recited in-
 dentures of lease and release, of the _____ and
 _____ days of _____, unto and amongst such
 other person or persons as may now or at any
 time hereafter be entitled to receive the same,
 and also all interest that may hereafter become
 due and payable by virtue of the said recited in-
 denture of mortgage, of the _____ and
 _____ days of _____, the annual sum of
 sterling, due and payable to the said (*wife of the*
said grandson) by virtue of the said recited in-
 denture of settlement, of the _____ day of _____
 and also all interest of such of the said judgment
 debts hereinafter mentioned, as do not already
 carry interest at and after the rate of _____ per cent.
 per annum from the day of the date of these pre-
 sents, until paid, and subject to the said trusts,
 UPON FURTHER TRUST to pay and allow out of
 such rents, issues, and profits, crops and produce
 of the said plantation and premises unto the said
 (*grandson*) for his maintenance and support,
 yearly and every year during the continuance of
 the trusts of these presents, the annual sum of
 _____ pounds sterling money of the united
 kingdom of Great Britain and Ireland, of Eng-
 lish value and currency, and as to the residue
 of the rents, issues, and profits, crops and pro-
 duce of the said hereby released premises, after
 the several payments and deductions herein-
 before directed be thereout made, IN TRUST to
 apply the same in payment and reduction of
 the principal money due for or in respect
 of the said several judgment debts hereafter
 mentioned respectively, (*pari passu*) and with-
 out any preference or priority of payment.

CONVEY-
ANCE.

By a Purchaser
under an
Erection upon
Special Trust.

and also the
interest of the
mortgage,

and the annuity
to grandson's
wife,

and interest of
such judgment
debts as do not
carry interest,

also an allow-
ance to the
grandson,

and then to
reduce the
principal due
on judgment,
pari passu.

**CONVEY-
ANCE.**

*By a Purchaser
under an
Execution upon
special Trusts.*

*Agreement that
if judgments
not satisfied by
the means
aforesaid in a
certain time
trustees may
mortgage or
sell.*

AND IT IS HEREBY DECLARED AND AGREED by and between the said parties to these presents, that in case the said several hereinbefore mentioned judgment debts, and the interest thereof and every part thereof, shall not within the space of years after the execution of these presents, be raised and paid by and out of the rents, issues, crops, and produce of the said hereby released plantation and premises, or by any other ways and means, then and in such case the said (*trustees*) and the survivor of them, and his heirs and assigns shall stand seised and be possessed of and interested in the said several premises hereby released, subject and without prejudice to the several trusts hereinbefore declared and expressed of and concerning the same, UPON FURTHER TRUST, that they the said (*trustees*) and survivor of them, and the heirs of such survivor, shall and do as soon as conveniently may be after the expiration of the said term of two years, of their own proper authority convey and dispose of absolutely or by way of mortgage-simple or for any term or terms of years, all and every the said freehold premises, slaves, hereditaments, and appurtenances hereby conveyed and released, and intended so to be, or such a competent part thereof as shall raise a sufficient sum of money to pay off and discharge the said several judgments mentioned in the schedule thereto annexed, subject nevertheless and without prejudice to the said several specific liens and incumbrances hereinbefore mentioned to be charged and chargeable thereon by virtue of the several hereinbefore recited indentures; and shall and do execute all such deeds, conveyances and assurances of the said hereditaments and premises to the purchaser or purchasers, mortgagee or mortgagees thereof as

shall be requisite or necessary for the completion of such sale or sales, mortgage or mortgages, and to stand and be possessed of and interested in all and every the sum or sums of money to arise and be produced from the sale or sales, mortgage or mortgages hereinbefore directed to be made and granted, UPON TRUST thereout in the first place to retain to and reimburse themselves and the survivor all such costs, charges, and expences as they or either of them or the survivor of them and his heirs shall or may sustain, expend, or be put into, in or about the completing of such sale or sales, mortgage or mortgages or otherwise in the execution of the trusts therein and thereby reposed, and after payment thereof as to the surplus of the money arising by such sale or sales, mortgage or mortgages of the said hereditaments and premises hereinbefore released, UPON TRUST, by and out of the same to pay off and discharge the said several judgments mentioned in the said schedule hereunto annexed (*pari passu*) and without any preference or priority of payment, and not otherwise. PROVIDED ALWAYS, and it is hereby agreed and declared, that upon sale or mortgage of the hereby granted premises for the purposes aforesaid, the receipt or receipts in writing of the said (*trustees*) or the survivor of them, his heirs, executors, administrators or assigns, under their or either of their hand and hands to any purchaser or purchasers, mortgagee or mortgagees of any of the said hereby released premises, shall be a full and effectual discharge for the purchase money thereby acknowledged to be received, and that such purchaser or purchasers, mortgagee or mortgagees, her or their heirs shall not afterwards

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
special Trusts.*

and apply the
money so to be
raised subject
to expences of
the trust,

to discharge
the judgments
pari passu.

Trustees re-
ceipts to be
good discharge

to mortgagees
or purchasers,
who shall not
be answerable
or accountable.

**CONVEY-
ANCE.**

*By a Purchaser
under an
Execution upon
special Trusts.*

*Usual indemnifi-
cations to
trustees.*

be answerable or accountable for such purchase money or any misapplication or non-application thereof, or be in anywise liable or concerned to see to the application thereof. PROVIDED ALSO,

AND IT IS HEREBY FURTHER DECLARED AND AGREED between and by the parties to these presents, that the trustees hereby nominated and appointed to each and every of them, and the heirs, executors, administrators and assigns of each of them shall be respectively charged and chargeable only for such part of the rents, issues, profits, crops, and produce of the said hereby released premises, and for such part of the money so hereinbefore directed to be raised, by virtue of the trusts hereby in them reposed, notwithstanding their or any of their giving or signing or joining in any receipt or receipts for the sake of conformity, and that they shall not be answerable or accountable for the other of them, but each of them for his own acts, receipts, neglects, or defaults only, that they or either of them shall not be answerable for any banker, brokers, consignee, manager, overseer, agent, or other person or persons, with whom or to whom, in whose hands or custody any part of the rents, issues, and profits, crops, and produce, or the proceeds thereof, or of any part of the money so to be raised by sale or mortgage as aforesaid shall or may be lodged or deposited for safe custody, or shipped or consigned in execution of the trusts or powers hereinbefore given, and that they shall not nor shall either of them at any time be answerable for the defect of title of the lands and hereditaments so by them to be sold or conveyed absolutely or by way of mortgage as aforesaid, nor for any

other misfortune, loss, or damage which may happen in the execution of the aforesaid trusts or powers in or relative thereto, except the same shall happen by or through their own wilful default respectively; and that it shall and may be lawful to and for the said (*trustees*) in these presents named, their and every of their heirs, executors, administrators, and assigns, by and out of the rents, issues, and profits, crops, and produce of all or any of the said hereditaments and premises mentioned to be hereby respectively granted and released, or by and out of any monies which shall come to their respective hands by virtue of any of the trusts or powers aforesaid, to retain to and reimburse himself and themselves respectively, and also to allow his and their co-trustee and co-trustees all costs, charges, damages, and expences which they or any of them shall or may sustain, expend, disburse, be at, or put unto, in or about the execution of the aforesaid trust or powers vested in them respectively. PROVIDED ALSO, and it is the true intent and meaning of these presents and of the parties thereto, that immediately after the trusts hereinbefore declared and expressed of and respecting the said several judgment creditors of the said (*grandson*) shall have been in all respects fully performed and satisfied, the said (*trustees*) and each of them, and each of their executors, administrators and assigns shall be fully reimbursed and satisfied all costs, charges, and expences, if any, to be occasioned by relating to the trusts hereby in them reposed as aforesaid, then and in such case, not only the trusts hereinbefore declared respecting such judgment credi-

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
special Trusts.*

*The residue,
reversion and
remainder to
be in trust for
purchaser.*

CONVEY-
ANCE.

By a Purchaser
under an
Execution upon
Special Trusts.

tors, but also all other trusts, powers, and provisions hereby created, granted, and declared, shall cease and determine, to all intents and purposes whatsoever, that the said (*relessee or co-trustees*) or the survivor of them, and the heirs of such survivor shall be seised of and interested in the said hereby released premises and every part thereof, IN TRUST for the said (*then co-trustee and purchaser*) his heirs and assigns, to and for his own absolute use and benefit, freed and discharged of and from the said trusts, and shall and will convey and assure the same to such person or persons, for such estate and estates, and subject to and upon such uses and trusts as he the said (*then co-trustee and purchaser*) shall or may direct or appoint, subject nevertheless and without prejudice to the said several hereinbefore mentioned specific liens and incumbrances with which the same stand affected, and are charged and chargeable. PROVIDED NEVERTHELESS, and it is hereby further declared and agreed by and between the parties to these presents, and the true intent and meaning of these presents and of the parties hereto is, that in case the trusts hereinbefore declared of and concerning the said judgment debts and the money directed to be raised by sale or mortgage of the said hereby released premises for satisfaction thereof shall not be fully satisfied, accomplished, and raised within years from the day of the date of these presents, it shall and may be lawful for the said several judgment creditors whose names are set forth in the said schedule hereto annexed, their executors, administrators or assigns, to sue out such execution or executions upon or by virtue of the said judg-

ments hereinafter mentioned as they shall respectively think fit or be advised for the recovery of the said several sums of money, and all costs, charges, and expences which they may sustain or be put into, in or about the recovery and receipt thereof; and that it shall not be necessary for the said several judgment creditors, their heirs, executors, administrators or assigns to revive and cause their said judgments to be revived, or to do any act, matter or thing, or keep the same on foot, notwithstanding the said judgments shall have been entered on record for the space of one year or upwards; and notwithstanding any rule or practice of the court in which the judgments are entered of record to the contrary; and that the said (*purchaser*) his heirs, executors or administrators shall not nor will take, have, or receive any advantage for want of receiving or keeping the said judgment on foot, or by reason or means of any informality in the issuing of the said several writs of execution, or in the levying or executing the same. AND the said (*purchaser*) doth for himself, his heirs, executors and administrators, covenant, promise, and agree to and with the said (*relessees*) their heirs and assigns by these presents in manner following, that is to say, (*purchaser*) now at the time of the sealing and delivery of the presents is, and stands lawfully, rightfully, and absolutely seised (subject to the said several specific charges and incumbrances charged and chargeable thereon and affecting the same by virtue of the said several hereinbefore recited indentures, wills and judgments of and in the said plantations and estate, negroes, and promises hereby released or intended so to be with their appurtenances,) of a good, sure, perfect,

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
special Trust.*

*Purchaser co-
venants as
usual that he is
seised.*

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
special Trusts.*

Hath right to
convey.

That he will
not interrupt
the trust,

but on the con-
trary further
assure the pre-
mises.

absolute, indefeasible estate of inheritance in fee-simple (subject as aforesaid) without any manner of condition, trust, power of revocation, or limitation of any use or uses, other than as aforesaid, or any other restraint, act, matter, cause, or thing whatsoever, to alter, change, charge, determine, or incumber the same; AND that the said (*purchaser*) now at the time of the sealing and delivery of these presents hath in himself good right, full power, and lawful and absolute authority, (subject as aforesaid) to grant, release, and assure all and singular the plantations and premises, with their appurtenances unto the said (*relessces*) their heirs and assigns in manner, and to the uses; and upon the trusts aforesaid. AND FURTHER, that he the said (*purchaser*) his heirs, executors, or administrators, or any other person or persons lawfully claiming or to claim by, from, or under him, them, or any of them shall not nor will at any time hereafter make, do, execute, commit, wittingly or willingly suffer any act, deed, matter, or thing whatsoever whereby the execution and performance of the trust hereby created and declared shall or may be defeated, hindered, prevented, or in anywise retarded or delayed, BUT on the contrary shall and will from time to time and at all times hereafter at the request of the said (*relessces*) or the survivor or survivors of them, or of any purchaser or purchasers, mortgagee or mortgagees, make, execute, do and perform, or cause or procure to be made, done, executed and performed, or join with the trustee or trustees for the time being, in making and executing all and every such further and other lawful and reasonable act and acts, deed and deeds, conveyances, surrenders, and assurances in the law whatsoever,

for the further and more perfect and absolute granting and releasing, assigning, and assuring all and singular the premises above mentioned to be hereby respectively released and assigned, with their and every of their rights, members, and appurtenances, unto and to the use of the said (*relessees*) their heirs, executors, administrators, and assigns, upon the trusts, to the uses, and for the intents and purposes hereinbefore mentioned and declared of and concerning the same; and for the further and better enabling them the said (*relessees*) or the survivors of them, their heirs, executors, or administrators, to execute and perform the said trusts so hereby reposed in them according to the true intent and meaning of these presents, and for the granting, conveying, and assuring of such parts of the said freehold hereditaments as shall be so sold or mortgaged unto the purchaser or purchasers, mortgagee or mortgagees, his or their heirs, executors or administrators as by the said (*relessees*) or the survivor or survivors of them, their heirs, executors, or administrators, or any mortgagee or mortgagees of the said premises, or of any parts thereof, or of any of them or either of them, or of any of their counsel learned in the law shall be reasonably advised, devised, and required. AND WHEREAS the said (*purchaser*) is about to sell and dispose of the said hereinbefore mentioned plantations and estate situate in the parish of _____ in the said island, at or for the best price that can be obtained for the same, with intent to pay and apply the money to arise from such sale, in discharge or reduction of the said sum of _____ (or so much thereof as may be due) made payable

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
Special Trusts*

Recites that purchaser is about to sell other parts to pay the charge thereon by virtue of the decree whereby the security of the judgment creditors under this trust will be improved.

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
special Trusts.*

and that the charge of the wife is on both estates, and purchaser apprehensive that it might impede the sale, it had been agreed that purchaser should be allowed to charge the trust premises so as to indemnify the purchaser against the payment of the charge to the wife.

Covenant to apply the produce of the estate about to be sold to the purposes aforesaid.

And in consideration thereof the premises may be charged with the charge to the said wife.

in manner as directed by the said hereinbefore recited decree of the Court of Chancery of the said island of _____, by reason whereof the se-

curity of the judgment creditors of the said (grandson) in respect of the said hereby released premises will be improved, and the raising the sum of money hereinbefore directed to be raised by the said (trustees) may be facilitated. AND WHEREAS the said annual sum of _____ sterling, payable to the said (wife of the grandson) as hereinbefore is mentioned, is charged on the said plantations jointly; and the said (purchaser) being apprehensive that the same charge of

per annum may either impede the sale of the said _____ plantation, or prevent the obtaining so much money for the same as he otherwise might, it was mutually agreed between the said parties to these presents, in consideration of the intended appropriation of the money to arise from the sale of the said estate, to allow him the said (purchaser) to charge the said hereby released premises with such sum and sums of money, and in such manner and form as shall be sufficient to indemnify the purchaser or purchasers of the said _____ estate against the payment of the said

annual sum of _____ per annum. Now THIS INDENTURE FURTHER WITNESSETH, that in pursuance of the said agreement, and in consideration that the said (purchaser) shall and will apply the money to arise from the sale of the said

estate to the purpose aforesaid, IT IS COVENANTED AND AGREED by and between the parties to these presents, that it shall and may be lawful to and for the said (purchaser) by any deed or deeds, writing or writings, to be sealed and deli-

vered by him to charge all or any part of the said plantations and premises hereby released with any sum of money that may be sufficient to indemnify and save harmless the purchaser or purchasers of the said estate, of, from, and against the payment of the said annual sum of per annum chargeable thereon, jointly with the said hereby released premises, and to and for no other use, intent, or purpose whatsoever. IN WITNESS whereof the said parties to these presents have hereto set their hands and seals the day and year first above written. [*Here introduce the Schedule of judgment debts.*]

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
special Trusts.*

MEMORANDUM. It is agreed by and between the parties to the within written indenture of release, that nothing therein contained shall extend, or be construed to extend, to prevent the within named (*purchaser*) from taking, applying, and appropriating all such sugar, rum, and produce as now be upon the therein released plantations and premises, to his own use and purpose ; and all such sugar, rum, and produce as shall or may be made and produced on the said plantation or estates between the day of the date of the said within written indenture of release, and the first day of October next ensuing the day of the date thereof. Dated this day of in the year of our Lord

*The Purchaser and
Co-Trustees' names.*

Signed in the }
presence of }

CONVEY-
ANCE.

By a Purchaser
under an
Execution upon
special Trusts.

BEFORE the honorable (*Chief Justice of his Majesty's Court of King's Bench and Common Pleas in the island of*) personally appeared (*witness*) of the island of , barrister at law, who maketh oath, that he, this deponent, did see the within written indenture, bearing date the day of , and made, or expressed to be made between the within named (*purchaser*) of the one part, and (*his co-trustees or the relessees*) of the other part, sealed and delivered ; and that he, this deponent, did also see them execute the memorandum indorsed thereon.

(*Witness.*)

Sworn before me this }
day of }

(*Chief Justice.*)

Before the Right Honourable
Chief Justice of His Majesty's Court of King's Bench and Common Pleas, in the island of , personally appeared of the island of who maketh oath, that he, this deponent, did see the within indenture of bargain and sale for a year, bearing date the eighteenth day of August, one thousand eight hundred and twelve, and made or expressed to be made between the within named of the one part, and and of the other part, sealed and delivered ; and he, this deponent, subscribed his name as a witness to the execution thereof.

(*Witness.*)

Sworn before me this }
24th November, 1812. }

I do hereby certify that the within are true
and faithful copies of certain indentures of lease
and release bearing date respectively the

and days of , in the year of our
Lord , and made or mentioned to be made
between of the one part, and

of the other part, now remaining in the Register's
Office for Registry of Deeds, in the island of
 , as the same were entered in the
said office on , the day of ,
at about o'clock at noon, to be recorded
there.

CONVEY-
ANCE.

*By a Purchaser
under an
Execution upon
special Trusts.*

(*Regist.*)

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TO

Mr. BIRD's SUPPLEMENTAL VOLUME.

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COPIOUS AND PARTICULAR

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AND

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IN ALPHABETICAL ORDER.

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*These forms were necessary under the stat. 17 Geo. 2. c. 26. but that act has been lately repealed by the stat. 53 Geo. 3. c. 141. which is in substance as follows: viz.

The stat. 17 G. 3. c. 26. is thereby repealed, except so far as regards annuities or rent charges. Sec. 1.

And it is enacted, that within thirty days after the execution of every deed, bond, instrument or other assurance, whereby any annuity or rent charge shall be granted, for one or more life or lives, or for any term of years or greater estate determinable on one or more life or lives, a memorial of the date of every such assurance, of the names of all the parties and of all the witnesses thereto, and of the persons for whose lives such annuity or rent charge shall be granted, and of the persons by whom the same is to be beneficially received, the pecuniary consideration for granting the same, and the annual sums to be paid, shall be enrolled in the High Court of Chancery, in

APPOINTMENT. Power of appointment not absolutely necessary to be recited in a deed of appointment. Vol. Page. i. 140 n. 3.

the form following, with such alterations therein as the circumstances of any particular case may require :

Date of Instrument	Nature of Instrument.	Names of Parties	Names of Witnesses.	Name or Names of Person or Persons by whom Annuity or Rent Charge to be beneficially received.	Consideration, and how paid.	Amount of Annuity or Rent Charge.
10 Aug 1813.	Indenture of Lease and Release.	A B. of one Part. C. D. of the other Part	E. F. of G. H. of	A. B. C. D.	£100. paid in Money. Note of the Governor and Company of the Bank of England, or other Notes or Bills of Exchange, as the case may be.	£100. a Year
Same Date.	Bond in Penalty of £1,200.	A. B. to C. D.	E. F. G. H.			
Same Date	Warrant of Attainder on the same Bond.	A. B. to I. K. and L. E. F. M. Attorneys of Court	E. F. G. H.			

For securing the same Annuity or Rent Charge.

otherwise every such assurance shall be void, to all intents and purposes. a. 2.

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i. 131 n. 4.

If any such annuity be granted by, or to any company not exceeding ten, formed for the purpose of granting annuities, it shall be sufficient in the memorial to describe such company by the usual form. s. 3.

In every assurance, where the persons to whom such annuity shall be granted, shall not be entitled thereto beneficially, the names of the persons intended to take beneficially shall be described in like manner as before required in the enrolment; otherwise every such assurance shall be void. s. 4.

In case any person by whom any annuity or rent charge, required to be enrolled, shall be payable, shall be desirous of obtaining a copy of the assurance, and of such his desire shall give twenty-one days notice in writing to the person entitled to such annuity, such person shall, on or before the expiration of such twenty-one days, unless prevented by fire or other inevitable accident, and in that case if the assurances shall not be destroyed by such accident, then as soon after as such impediment shall be removed, send or deliver to the person requiring the same, a copy of every assurance, whereby such annuity or rent charge was granted, or of such as in such notice shall be required; such persons paying to the person furnishing the same, sixpence for every one hundred words, and also the cost of sending or delivering the same; and the person holding the original instruments may be compelled thereto by a summons before a judge, either B. R. or C. B. s. 5.

That if any part of the consideration shall be returned, or in case such consideration, or any part shall be paid in notes, not paid when due, or cancelled without being first paid; or if expressed to be paid in money, but the same or any part shall be paid in goods; or if the consideration or any part shall be retained, on pretence of answering future payments, or any other pretence; the court in which any action shall be brought, or judgment entered, may by motion, stay proceedings and order every deed to be cancelled, and the judgment vacated. s. 6.

A particular book shall be provided and kept by the clerks of the enrolments in chancery, or their deputy, in which such particulars as before mentioned shall be entered alphabetically, by the names of the grantors; and there shall be paid for every such entry twenty shillings only, and the fee of one shilling for every certificate and copy given, and the fee of one shilling for every search in the office. s. 7.

All contracts for the purchase of any annuity or rent charge with any person, under twenty-one years, shall be utterly void, any attempt to confirm after such persons shall have attained the age of twenty-one years notwithstanding; and if any person shall, either in person, by letter, agent or otherwise howsoever, procure, engage, solicit or ask any person, under twenty-one years, to grant or attempt to grant any annuity or rent charge, or to execute any bond, deed, or other instrument for securing the same, or shall advance or procure or treat for any money to be advanced to any persons under the age of twenty-one years, upon consideration of any annuity or rent charge to be secured or granted by such infant after he shall have attained his age, or shall induce, solicit, or procure any infant, upon any treaty or transaction for money advanced or to be advanced, to make oath

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- And a covenant that the vendor is seized in fee where he has an interest, as well as a power, is proper . . . i. 140 n. 25.
- The attestation of a deed of appointment must express that it was *signed* as well as *sealed* and *delivered* in the presence of the witnesses, otherwise it will be void . . . i. 144 n. 41.
- See also the case of *Wright v. Wakeford*, reported in 17 Ves. Jun. 454. and the certificate of the three puisne judges of the court of Common Pleas*, (Contra Mansfield, C. J.) on 23d Jan. 1812, delivered since the printing of vol. 1, where it was so held.

or to give his word of honour or solemn promise, that he will not plead infancy, or make any other defence against the demand of any such annuity, or the re-payment of the money advanced to him when under age, or that when he comes of age, he will confirm, or in any way substantiate the same, such persons shall be guilty of a misdemeanor; and being convicted, shall be punished by fine, imprisonment, or other corporal punishment. s. 8.

All solicitors, scriveners, brokers, and other persons, who shall demand or receive any money for brokerage, above ten shillings for every one hundred pounds, shall be guilty of a misdemeanor, and being convicted, shall for such offence be punished by fine and imprisonment, or one of them, at the discretion of the court; and the person who shall have paid the same shall be a competent witness. s. 9.

This act shall not extend to Scotland or Ireland, nor to any annuity given by will or marriage settlement, or for the advancement of a child, nor to any annuity secured upon freehold or copyhold or customary lands, of equal or greater annual value than the annuity, and the interest of any principal sum charged thereon, or secured by the actual transfer of stock in any of the public funds, the dividends whereof are of equal or greater annual value than the annuity; nor to any voluntary annuity granted without regard to pecuniary consideration; nor to any annuity granted by any body corporate or under any authority created by act of parliament. s. 10.

* The certificate of the three junior judges of the Common Pleas in this cause is dated the 23d of Jan. 1812, and is as follows " We are of opinion, that the power of sale in this case was *not* duly and *effectually* executed, by the indentures of the 3d and 4th days of March, 1788, according to the provisions of the release of the 11th of June, 1776, the consent of Thomas Wood the elder, and Thomas

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Wood the younger, or the survivor of them, was required to the due execution of that power, and to this consent two circumstances were necessary: *first*, that it should be testified by some writing *under their hands and seals*; and *secondly*, that the facts of *their putting their hands and seals* to such writings should be attested by two or more credible witnesses: so that *the point in question* appears to us to be simply *whether the attestation* written on the indentures of March, 1778, asserts both these facts, that is, whether the word *sealed* necessarily implies that the parties who put their "*seals*" put also "*their hands*" to it, or "*signed*" it in the presence of the witnesses: which we are of opinion *it does not do according* to the due interpretation and ordinary sense of the word "*sealed*." If it were to be determined as a matter of fact whether the signature of the words was made in the presence of the same witnesses who attested their having sealed the indenture of March, 1788, a jury under all the circumstances to which their attention might be directed, might not perhaps improperly presume the affirmation of such question: but as a question of law, we think it must be determined by the true construction of the terms of the attestation; to which it appears to us that our consideration must be confined; and we do not think that the signature of Thomas Wood and his son is comprehended in the words made use of in the attestation; and we are further of opinion that *the attestation required to constitute a due and effectual execution of the power ought to make a part of the same transaction with the signing and sealing the writing, testifying the assent and approbation of Thomas Wood and his son, such being the usual and common way of attesting the execution of all instruments requiring attestation, which we think the parties creating the power had in their contemplation and intended, and not an attestation to be written at a distance of time, and it had been proposed to cure the defect by a re-execution and new attestation after all the parties had testified their assent and approbation.* There was an appeal from this decision to the House of Lords. But the matter finally went off upon a compromise *ut auduit*.—EDITOR.

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